

16. CONFLICTING STATUTES:

In the event that any provision of this Insurance is unenforceable by the Assured under the laws of any State or other jurisdiction wherein it is claimed that the Assured is liable for any injury covered hereby because of non-compliance with any statute thereof, then this policy shall be enforceable for the Assured with the same effect as if it complied with such statute.

17. ASSIGNMENT:

Assignment of interest, under this Insurance shall not bind the Underwriters until the Underwriters' consent is endorsed hereon.

18. CHANGES:

By acceptance of this Insurance the Assured agrees that it embodies all agreements existing between the Assured and Underwriters or any of its agents relating to this Insurance. None of the provisions, conditions or other terms of this Insurance shall be waived or altered except by endorsement; nor shall notice to any agent or knowledge possessed by any agent or by any other person be held to effect a waiver or change in any part of this Insurance.

19. WAR CLAUSE:

Coverage does not apply under this Insurance for loss or damage directly or indirectly occasioned by, happening through or in consequence of war, invasion, acts of foreign enemies, any weapon of war employing atomic fission or radioactive force whether in time of peace or war, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power, confiscation or nationalization or requisition or destruction of or damage to property by or under the order of any government or public or local authority unless such acts of destruction by order of civil authority is at the time of and for the purpose of preventing spread of fire; or claims or liability arising directly or indirectly from nuclear fission, nuclear fusion or radioactive contamination.

20. FRAUDULENT CLAIMS:

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Insurance shall become void and all claim hereunder shall be forfeited.

2 bvol

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

The following Underwriters accept liability in respect of business classified by the Committee of Lloyd's as short tail.

FOR LPSO USE ONLY

BROKER 518 LPSO NO. & DATE 63517 25 | 1 | 83

2113

AMOUNT, PERCENTAGE OR PROPORTION

PERCENT

15.63

2.78

8.80

4.74

1.39

5.21

2.78

3.82

3.65

0.52

2.78

3.47

0.69

4.51

3.47

3.47

0.14

0.56

1.39

0.87

1.04

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1.74

1.74

1.39

0.69

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1.74

1.74

0.69

2.08

1.04

1.04

0.87

1.04

0.69

SYNDICATE

UNDERWRITER'S REF.

PAGE

1

210

E0080248

212

E0080248

122

740R7012

119

740R7012

546

740R7012

404

317RX71334C

510

X0920012093F

56

R0008355X

362

50413001

823

50413001

47

049828PXX

582

251A1236000N

582

251A1236000N

231

924X6051P

918

LSL0105A2091

43

XUA51230AX

453

01001090

598

01001090

977

63AX916

484

USA20509

471

FLX062

947

X261USD663

640

M8B3C105

109

17L2152

584

N4350

205

4282AAA0689

553

HATA800963

15

02806498

665

82X52119

92

016K096USH

342

L07USXX9030

464

01220057

602

B0AA999AAZ1

235

904121

33

106B6784XXAM

518

303A471AXXX

The following Underwriters accept liability in respect of business other than short tail.

FOR LPSO USE ONLY

BROKER

518

LPSO NO. & DATE

63516 25 | 1 | 83

2104

AMOUNT, PERCENTAGE OR PROPORTION

SYNDICATE

UNDERWRITER'S REF.

PAGE

1

PERCENT

15.63

2.78

8.80

4.74

1.39

5.21

2.78

3.82

3.65

0.52

2.78

3.47

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4.51

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1.39

0.87

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1.39

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1.74

1.74

1.74

0.69

2.08

1.04

1.04

0.87

1.04

0.69

210

E0080248

212

E0080248

122

740R7012

119

740R7012

546

740R7012

404

475RX71106C

510

X0920012093F

56

R0008355X

362

50413001

823

50413001

47

049828PXX

582

264A1236000N

582

264A1236000N

231

927X6052P

918

LSL0105A2091

43

XUA51231HX

453

07001090

598

07001090

147

850H60102282

484

0C220509

471

ALX486

947

B759USQ234

640

M8B3C105

109

06L2152

584

N4550

205

4882AAA0690

553

CATX800962

15

02806498

665

82X52119

92

056K030PL

342

L90USXXX9030

464

01220057

602

DAAD999AAZJ

235

904121

33

106B6784XXAM

518

001R471A90XX

THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1983/

THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1983/

TOTAL LINE

92.02

NO. OF SYND.

36

FOR LPSO USE ONLY

14754

TOTAL LINE

92.02

NO. OF SYND.

36

FOR LPSO USE ONLY

13924

In the name of: DIOCESE OF ROCKVILLE CENTER.

In consideration of the payment of the sum of \$626,414.40 due hereon at 1st September 1984 it is hereby understood and agreed that in respect of losses and/or occurrences occurring on or after the 1st September 1984 the participation insured by this policy is increased from 92.02% to 95.49% and the Underwriters subscribing to this policy are as signed hereon.

The following Underwriters totalling 95.49% of 80% of whole accept liability classified by the Committee of Lloyd's as Short Tail business.

The following Underwriters totalling 95.49% of 80% of whole accept liability in respect of business other than Short Tail business.

Now Know Ye that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators, and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, such payment to be made after such loss, damage or liability is proved and the due proportion for which each of us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his name on behalf of each of us.

(NM)

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum insured hereunder shared between the Members of those Syndicates

LLOYD'S POLICY SIGNING OFFICE.

[Signature]

General Manager



All other terms and conditions remain unchanged

FOR EMBOSSEMENT

BY LLOYD'S POLICY

[Signature]

Attaching to and forming part of Lloyd's Policy No. GHV061/182

(518)

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Amount assured shared between the Members of those Syndicates.

Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.
FOR LPSO USE ONLY CPD33R 2112 3335	BROKER 518	LPSO NO. & DATE 63623 17/12/84	FOR LPSO USE ONLY 3337	BROKER 518	LPSO NO. & DATE 63623 17/12/84			
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.	AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.	PAGE		
PERCENT			PERCENT			3		
18.06	210	G0080248	0.52	235	904121			
2.08	212	G0080248	0.70	204	011199961			
12.19	122	420R7617	THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1984/ 12					
6.56	119	420R7617						
5.21	404	475RA71106C						
2.78	510	X0920012093F						
3.82	56	R008355X						
3.47	553	CATX800962						
2.08	47	589828PXX						
3.47	582	264A1236000N						
5.21	231	927X51205X84						
3.47	918	LSL0106N4061						
1.05	471	CC456SEB						
1.73	109	06L2152						
2.78	645	84X55066						
2.08	342	L90USXX9101						
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.	TOTAL LINE	NO OF SYND	FOR LPSO USE ONLY			
PERCENT			95.49	34	USBL 13270			
2.09	15	02806498						
1.39	546	FE040V848140						
2.77	602	AAAD999AAZJ						
1.39	43	XUA51231HX						
1.04	33	106C6784						
1.39	947	8759USQ234						
1.74	584	N4550XXD054						
1.73	640	M883C104						
0.70	464	01220057						
0.69	92	056N030PL						
0.35	518	001R471A90XX						
0.87	484	0C220509						
0.69	529	LBP200088000						
0.70	598	07001090						
0.35	362	50413001						
0.34	823	50413001						
TOTAL LINE	NO OF SYND	FOR LPSO USE ONLY						


Attaching to and forming part of

Lloyd's Policy No.

CHV 051/182

(578)

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Amount assured shared between the Members of those Syndicates.

Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.	Amount, Percentage or Proportion.	Syndicate No.	Underwriters' Reference.
FOR LPSO USE ONLY	BROKER	LPSO NO. & DATE	FOR LPSO USE ONLY	BROKER	LPSO NO. & DATE			
3344	518	63624 17 12 84	3344	518	63624 17 12 84			
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.	PAGE	AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.	PAGE	
PERCENT			1	PERCENT			34	
18.06	210	G0080248		0.52	235	904121		
2.08	212	G0080248		0.70	204	011199961		
12.19	122	930R7617		THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1984/ 12				
6.56	119	930R7617						
5.21	404	475RA71334C						
2.78	510	X0920012093F						
3.82	56	R0008355X						
3.47	553	HATA800963						
2.08	47	049828PXX						
3.47	582	251A1236000N						
5.21	231	924X51105X84						
3.47	918	LSL0106M4061						
1.05	471	CC456SEA						
1.73	109	1712152						
2.78	465	84X52119						
2.08	342	L07USXXX9030						
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.	PAGE	TOTAL LINE	NO OF SYND	FOR LPSO USE ONLY		
PERCENT			2	95.49	81	US81 13270		
2.09	15	02806448						
1.39	546	FE040V84A93R						
2.77	602	B0AA999AA21						
1.39	43	XUA51230AX						
1.04	33	106C6784						
1.39	947	X261USD663						
1.74	584	N4350XX0054						
1.73	640	M8B3C108						
0.70	464	01220057						
0.69	92	016N096USH						
0.35	518	303A471AXXX						
0.87	484	05A20509						
0.69	529	L8P200088000						
0.70	598	01001090						
0.35	362	50413001						
0.34	823	50413001						
TOTAL LINE	NO OF SYND	FOR LPSO USE ONLY						

Roman Catholic Diocese of Rockville Centre

Insurance Policy Cover Sheet

Policy number(s): SL 4065
SLC 6045

Inception date: 10/1/1982

Term at issuance: 3 years

Page count: 53

Contents: Slip- 2 pgs
Excess Broad Form Liability- 8 pgs
Endorsement- 9 pgs
Cover Note- 9 pgs
Lloyd's, PSAC, Companies Policy- 25 pgs

DATE ISSUED

December 6, 1987

CHV 031/1982-1983

5L-3387-524065

TH. DECLARATION PAGE IS ATTACHED TO PROVISIONS (FORM CN-1)

1	Name of Assured Roman Catholic Diocese of Rockville Centre, et al (See Endorsement #2) 30 North Park Avenue Rockville Centre, New York 11570 <i>Cancelled</i>			
2	EFFECTIVE <input checked="" type="checkbox"/> 12:01 A.M. BOTH DAYS AT <u>October 1, 1982</u> TO <u>October 1, 1983</u> FROM <input type="checkbox"/> 12:00 NOON STANDARD TIME			
3	Acting upon your instruction, we have effected the insurance with: UNDERWRITERS AT LLOYD'S, LONDON AMOUNT OR PERCENT <u>82.14%</u> RENEWED			
4	AMOUNT Hereon 80.21% Part of 100% of: \$ 20,000,000 any one occurrence EXCESS OF: (A) \$ 5,000,000 any one occurrence or (B) \$10,000,000 any one occurrence in respect of heliport liability	COVERAGE Excess Broad Form Liability including Heliport Liability - Worldwide	RATE Annuals \$20,000.00 Hereons \$16,052.00	PREMIUM TOTAL CHARGED
5	SPECIAL CONDITIONS As per attached forms and endorsements NMA 772 NMA 1477 NMA 1256			
6	Service of Suit Clause Lord, Bissell & Brook, 115 South LaSalle Street, Chicago, IL 60603 or Mendes & Mount, 3 Park Avenue, New York, NY 10016			

In witness whereof this covernote has been signed at Rolling Meadows, IL this 17th day of October

ARTHUR J. GALLAGHER & CO. (FIRM)

ADDITIONAL PREMIUM:

(Hereon)

RETURN PREMIUM:

\$1,316.76

(Hereon)

ENDORSEMENT attaching to and forming part of Policy/Certificate No. SL 4065

In the name of Roman Catholic Diocese of Rockville Centre

Effective Date of this endorsement is September 1, 1983

Endorsement No. 4

It is hereby noted and agreed that this policy is cancelled effective
September 1, 1983.

Subject otherwise to all terms, clauses and conditions as heretofore.

DATED: January 19, 1984

INTERNATIONAL SPECIAL RISK SERVICES, INC.

SUCCESSORS TO

BY: 34 CALLAGHER & CO (ILLINOIS)

Charles C. Callagher

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. ~~SL-4065~~ ISL 3125

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is ~~October 1, 1982~~ 9-1-83 Endorsement No. 3

It is hereby understood and agreed that 45 days prior to each anniversary date this risk is subject to the Assured advising Underwriters of any change in the information given to Underwriters at inception, at which time the coverage afforded and the premium charged shall be subject to review by Underwriters.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 7, 1982

10-13-83

ARTHUR J. GALLAGHER & CO. (ILLINOIS) IS R 2

By

Donald J. Kruttschnitt

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. ~~SL 4065~~ *ISL 3125*

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is ~~October 1, 1982~~ *9-1-83*

Endorsement No. 2

It is hereby understood and agreed effective inception that the Named Insured is as follows:

Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees of similar body and exercises direct, complete and active control over the finances, properties, operations and activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: ~~December 7, 1982~~ *10-1-83*

~~ARTHUR J. GALLAGHER & CO. (ILLINOIS)~~ *ISRS*

By *Donald J. Kutek*

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. ~~5L-4065~~ *ISL 3125*

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is ~~October 1, 1982~~ *7-1-83* Endorsement No. 1

ERRORS AND OMISSIONS

It is hereby understood and agreed that insofar as Errors and Omissions coverage is afforded to the Assured in the Primary and Underlying Excess Insurers policy/ies this Policy is extended to indemnify the Assured (as hereinafter defined) against any claim or claims made against them individually or collectively during the period of this Insurance, by reason of a wrongful act, error or omission, whenever or wherever committed or alleged to have been committed while acting in their capacity as trustee, director or council member in a diocesan connected entity.

IT IS FURTHER AGREED:

- (1) There shall be no liability hereunder for any claim made against the Assured for wrongful act, error or omission committed or alleged to have been committed prior to October 1, 1976 (hereinafter referred to as the "Retroactive Date").
- (2) In the event of non-renewal or termination of this Insurance, then the Insurance shall extend to apply to claims made against the Assured during the twelve (12) calendar months following immediately upon such expiration or termination, but only for wrongful act, error or omission, committed or alleged to have been committed between the Retroactive Date and such expiration or termination.

The term Assured as used herein shall mean the Named Assured and all persons who were, now are or shall be appointed or elected trustee, director or council member in any parishes, schools, cemeteries, and other agencies or directly connected organizations of the Diocese.

Underwriters shall not be liable to make payment for loss in connection with any claim made against the Assured if a judgment or final adjudication in any action brought against the Assured shall be based on a determination that acts of fraud or dishonesty were committed by the Assured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: ~~December 7, 1982~~

10-3-83

~~ARTHUR J. GALLAGHER & CO. (ILLINOIS)~~ *ISRS*

By *Donald J Krutets*

DATE ISSUED

CONTRACT NO.

GHV 051/1982

1983

SLC6045

December 7, 1982

THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF COVER NOTE PROVIDED BY THE ASSURED

NUMBER **SLC** 6045 **LC04082**

1	Name of Assured		Roman Catholic Diocese of Rockville Centre, et al (See Endorsement #A) 50 North Park Avenue Rockville Centre, New York 11570	
2	EFFECTIVE FROM	<input checked="" type="checkbox"/> 12.01 A M <input type="checkbox"/> 12.00 NOON	BOTH DAYS AT STANDARD TIME	October 1, 1982 9-1-83 TO October 1, 1983 9-1-84
3	Acting upon your instruction, we have effected the insurance with:		NAME OF INSURERS	AMOUNT OR PERCENT
			CNA Reinsurance of London, Ltd.	8.23% 8.21%
			Dominion Ins. Co. Ltd.	8.23% 8.21%
			Stronghold Ins. Co. Ltd.	17.50% 3.29% 19.71%
4	AMOUNT	COVERAGE	RATE	PREMIUM
	Hereons 15.86%			Annual \$29,000.00
	Hereons 19.71% Part of 100% of:			Hereons \$3,942.00
	Subject to the same forms, terms, conditions and endorsements as more particularly set forth in Cover Note No. SL-4065 ICL 3125		CNA Reinsurance of London Ltd. Dominion Ins. Co. Ltd. Stronghold Ins. Co. Ltd.	51,642.00 1,642.00 638.00 \$3,942.00
	AUDIT		TOTAL CHARGED	
5	SPECIAL CONDITIONS			
6				

ANDER J. GALLAGHER & CO. (INCORPORATED)

By Donald J. Knecht

ADDITIONAL PREMIUM:

(Hereon)

RETURN PREMIUM:

\$323.24

(Hereon)

ENDORSEMENT attaching to and forming part of Policy/Certificate No. SLC 6645

In the name of Roman Catholic Diocese of Rockville Centre

Effective Date of this endorsement is September 1, 1983

Endorsement No. B

It is hereby noted and agreed that this policy is cancelled effective
September 1, 1983.

Subject otherwise to all terms, clauses and conditions as heretofore.

DATED: January 19, 1984

INTERNATIONAL SPECIAL RISK SERVICES, INC.

SUCCESSORS TO
ARTHUR J. GALLAGHER & CO. (ILLINOIS)

BY:

Charles C. DeBrouler

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. ~~SLC 6045~~ **IC 4082**

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is ~~October 1, 1982~~ **1-83**

Endorsement No. A

It is hereby understood and agreed effective inception that the Named Insured is as follows:

Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees of similar body and exercises direct, complete and active control over the finances, properties, operations and activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: ~~December 7, 1982~~
10-13-83

~~ARTHUR J. GALLAGHER & CO. (ILLINOIS)~~ **BR5**

By Donald J. Krutts

SERVICE OF SUIT CLAUSE (U.S.A.)

(Approved by Lloyd's Underwriters' Pool and Non-Market Association.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Lord, Bissell & Brook, 115 S LaSalle St Chicago, IL 60603
or Mendes & Mount, 3 Park Avenue, New York, NY 10016

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

N.M.A. 772

BACON PRINTING COMPANY

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT

(Approved by Lloyd's Underwriters' Fire and Non-Marine Association).

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatever nature directly or indirectly caused by or contributed to by or arising from ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
N.M.A. 1477

Reins. Printing Company

U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)

(Approved by Lloyd's Underwriters' Fire and Marine Association)

For attachment to insurances of the following classifications in the U. S. A., its Territories and Possessions, Puerto Rico and the Canal Zone—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Passenger Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Massachusetts Motor Vehicle or Garage Liability),

not being insurances of the classifications to which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies.

This policy:

Does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
(a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, National Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability, or
(b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is or had the policy not been issued would be, certified to indemnify from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical charges, to expenses incurred with respect to bodily injury, sickness, disease or death resulting from the hazardous properties of nuclear material and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if:
(a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been discharged or dispersed therefrom;
(b) the nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
(c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this underwriting:
"hazardous properties" include radioactive, toxic or explosive properties; "nuclear material" means source material, special nuclear material or byproduct material; "source material", "special nuclear material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material, (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means:
(a) any nuclear reactor;
(b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste;
(c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located exceeds or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
(d) any structure, bldg, construction, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property. It is understood and agreed that except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, conditions, conditions and limitations of the Policy to which it is attached.

Note:—As reports policies which afford liability coverage and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

EXCESS BROAD FORM LIABILITY

INSURING AGREEMENTS

1. Coverage

In consideration of the payment of the premium stated herein and subject to the limitations, definitions, terms and conditions hereinafter mentioned, Underwriters hereby agree with the Assured named in the Declarations made a part hereof to indemnify the Assured for all sums which the Assured shall be legally obligated to pay by reason of the liability caused by or arising out of only such hazards covered by and as more fully defined in the policy/ies of the "Primary and Underlying Excess Insurers" and issued by the Primary and Underlying Excess Insurers stated in Item 4 of the Declarations occurring during the period of this policy.

2. Limits of Liability

Provided always that:

- (a) Liability attaches to the Underwriters only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as set forth in Item 5 of the Declarations and designated "Primary and Underlying Excess Limit(s)" and then the limits of the Underwriters' liability shall be those set forth in Item 6 of the Declarations under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss the Excess of the Limit(s) under the policy/ies of the Primary and Underlying Excess Insurers as set forth in Item 5 of the Declarations up to the full amount of such Excess Limits(s).
- (b) Liability for any one or any combination of the hazards insured hereunder as provided for in the Primary and Underlying Excess Insurers policy/ies is subject separately to the limit "each occurrence" as stated in the Declarations, but this limit shall not be exceeded in any one policy year with regard to any hazard(s) insured with an aggregate limit under the policy/ies of the Primary and Underlying Excess Insurers.
- (c) For the purpose of determining the limit of the Underwriters' liability, all Personal Injury and Property Damage arising out of either
 - (i) an accident or series of accidents arising out of one event, or
 - (ii) a continuous or repeated exposure to substantially the same general conditions,shall be considered as arising out of one occurrence.
- (d) The inclusion of more than one entity as the named Assured, or the inclusion of any additional Assureds under this Policy, shall not in any way operate to increase the Underwriters' limits of liability beyond those provided in Item 6 of the Declarations.

DEFINITIONS

3. (a) **Occurrence**

The word "occurrence" means an accident, including injurious exposure to conditions, which results during the Policy year in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Assured.

(b) **Ultimate Net Loss**

The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Assured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy/ies of the Primary and Underlying Excess Insurers, and shall include all expenses and costs.

(c) **Policy Year**

The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named in the Declarations.

CONDITIONS

4. (a) **Application of Recoveries**

All recoveries, salvages or payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Insurance shall be construed to mean that losses under this Insurance are not payable until the Assured's ultimate net loss has been finally ascertained.

(b) **Attachment of Liability**

Liability to pay under this Policy shall not attach unless and until the Primary and Underlying Excess Insurers shall have admitted liability for the Primary and Underlying Excess Limit(s) or unless and until the Assured has by final judgment been adjudged to pay an amount which exceeds such Primary and Underlying Excess Limit(s) and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of the Primary and Underlying Excess Limit(s).

(c) **Maintenance of Primary Insurance**

It is a condition of this Policy that the policy/ies of the Primary and Underlying Excess Insurers shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences during the policy year.

In respect of the hazards covered by the Primary and Underlying Excess Insurers this Policy is subject to the same warranties, terms, definitions, conditions and exclusions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, (AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the policy/ies of the Primary Insurers prior to the happening of an occurrence for which claim is made hereunder and should any alteration be made in the premium for the policy/ies of the Primary Insurers during the currency of this Policy, then the premium hereon shall be adjusted accordingly.

(d) **Subrogation**

Inasmuch as this Policy is "excess coverage" the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interest (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

(e) **Commutation Clause** - (to apply to Workmen's Compensation and/or Employers Liability or Occupational Disease and then only when these perils are covered by the Primary Insurers)

Not later than twenty-four months from the expiry date of this policy, the Assured shall advise the Underwriters of all claims not finally settled which are likely to result in claims under this Policy. The Underwriters may then or at any time thereafter intimate to the Assured their desire to be released from liability in respect of any one or more of such claims. In such event, the Assured and the Underwriters shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalise such claim or claims and the payment by the Underwriters of their portion of the amount so ascertained to be the capitalised value of such claim or claims and the payment by the Underwriters of their portion of the amount so ascertained to be the capitalised value of such claim or claims shall constitute a complete and final release of Underwriters, provided however that such payment shall not constitute a full and final release of Underwriters' liability if subsequent to such payment any supplemental award is made increasing the claim(s); said additional claim(s) may then be recomputed at Underwriter's option and Underwriters may discharge any additional liability by another payment.

(f) Cancellation

This Policy may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided sixty (60) days notice in writing be given.

If this Policy shall be cancelled by the Assured, the Underwriters shall retain the earned premium hereon for the period that this Policy has been in force or the short rate proportion of the Minimum Premium, calculated in accordance with the customary scale, whichever is the greater.

If this Policy shall be cancelled by the Underwriters they shall retain the earned premium hereon for the period that this Policy has been in force or pro-rata of the Minimum Premium, whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

If the period of limitation relating to the giving of such notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(g) Notification of Claims

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in the Declarations. Claims shall not be prejudiced if the Assured, through clerical oversight or error, fails to notify the above person(s) or firm of any such occurrence.

(h) Fraudulent Claims

If the Assured shall make any claim knowing the same to be fake or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

DECLARATIONS

Item

1. **Named Assured:** The Diocese of Rockville Center, as more fully set forth in Endorsement No. 2 attached.
2. **Address of Assured:** 50 North Park Avenue
Rockville Center
New York, NY 11570
3. **Period:** ⁹⁻¹⁻⁸³ ~~October 1, 1982~~ to ⁹⁻¹⁻⁸⁴ ~~October 1, 1983~~
(Both days at 12:01 A.M. Local Standard Time)
4. a) **Primary Insurers:** (i) Certain Underwriters at Lloyd's London and various Insurance Companies
(ii) Fireman's Fund Insurance Company
(See Page 6 for Helicopter Liability)
- b) **Underlying Excess Insurers:** (i) Interstate Fire & Casualty Company
5. **Primary and Underlying Excess Limit(s):** U.S. \$5,000,000 (See Page 6 for Helicopter Liability)
6. **Excess Limit(s):** U.S. \$20,000,000
7. **Notification of Claims To:** Gallagher Bassett of New York, Inc.
100 Ring Road West
Garden City, New York 11530
8. **Identification Details and Limits Carried Under Item 4 Above:**

Policy No(s)

Limit(s)

4(a) (i) SL 4063/
SLC-6043

\$100,000 any one occurrence Combined Single Limit EXCESS of
\$100,000 Combined Single Limit
any one occurrence Self-Insured Retention.

(ii) XLX-1437075

\$50,000 any one occurrence Workers' Compensation Act Liability EXCESS OF
\$100,000 any one occurrence Self-Insured Retention.

**Declarations
(continued)**

4(b) (i) 83-0169764

Difference between (a) (i) & (ii) above and
\$3,000,000 any one occurrence Combined
Single Limit.

ATTACHING TO AND FORMING PART OF COVER NOTE NO. ~~SL 4065~~ **ISL 3125**

DATED: ~~December 7, 1982~~

~~ARTHUR J. GALLAGHER & CO. (ILLINOIS)~~

ISRS

10-13-83

By Donald J. Kretsch

**HELIPORT LIABILITY
DECLARATIONS**

Item

1. **Named Assured:** The Diocese of Rockville Center, as more fully set forth in Endorsement No. 2 attached.
2. **Address of Assured:** 50 North Park Avenue
Rockville Center
New York, NY 11570
3. **Period:** ⁹⁻¹⁻⁸³ ~~October 1, 1982~~ to ⁹⁻¹⁻⁸⁴ ~~October 1, 1984~~
(Both days at 12:01 A.M. Local Standard Time)
4.
 - a) **Primary Insurers:** United States Aviation Underwriters, Inc.
 - b) **Underlying Excess Insurers:** (i) The Insurance Company of the State of Pennsylvania (Southeastern Aviation, Inc.)
5. **Primary and Underlying Excess Limit(s):** U.S. \$10,000,000
6. **Excess Limit(s):** U.S. \$20,000,000
7. **Notification of Claims To:** Gallagher Bassett of New York, Inc.
100 Ring Road, West
Garden City, New York 11530
8. **Identification Details and Limits Carried Under Item 4 Above:**

Policy No(s)	Limit(s)
4(a) LG 18076	\$1,000,000 any one occurrence and aggregate
4(b) AX634-9967 Good Samaritan Hospital Heliport	\$9,000,000 any one occurrence and aggregate EXCESS of 4(a)
4(b) AX634-9952 St. Francis Hospital Heliport	\$9,000,000 any one occurrence and aggregate EXCESS of 4(a).

**Heliport Liability
Declarations**

4(b) AX634-9953
St. Charles
Hospital Heliport

\$9,000,000 any one occurrence
and aggregate EXCESS of 4(a).

ATTACHING TO AND FORMING PART OF COVER NOTE NO. ~~SL 4065~~

DATED: ~~December 7, 1982~~

10-13-83

~~ARTHUR J. CALLAGHER & CO. (ILLINOIS)~~

ISL 3125
ISRS

By

Donald J. Givens

GALLAGHER, HINTON & VEREYER LIMITED

INTERNATIONAL INSURANCE BROKERS
and at Lloyd's

D. W. L. M. VEREYER, (Managing Director;
D. J. M. ARNOLD
J. P. GALLAGHER, (U.S.A.)
R. E. GALLAGHER, (U.S.A.)
G. D. S. JONES
R. B. OWLES
J. J. SHAW
J. O. STREET

110 FENCHURCH STREET
LONDON, EC3M 5JJ

Telephone: 01-481 2222

Cables & Telegrams:
GALVER Q, LONDON

Telex: 8041306
Registered No. 1165043 England

Arthur J. Gallagher & Co.,
4605 Lankershim Boulevard,
North Hollywood,
Los Angeles,
California 91602.

ADDENDUM No. 1 to
COVER NOTE No. CHN 081/1982

Dated 1st December, 1983

Your Ref.

Our Ref. PJM/BJW

We confirm that we have effected the following insurance in accordance with your instructions:

ASSURED: DIOCESE OF ROCKVILLE CENTER
PERIOD: 36 months effective 1st October, 1982

It is hereby noted and agreed that this policy is cancelled effective
1st September, 1983.

RECEIVED
DEC - 5 1983
ISRS

c.c. ISRS Chicago

Subject to full terms and conditions of policy or treaty wording to be issued subsequently.

Please
☐ READ
☐ HANDLE
☐ APPROVE
and
☐ FORWARD
☐ RETURN
☐ KEEP OR DISCARD
☐ REVIEW WITH ME
Date 10/26 From Don Bedard
L.A.

To Flouise Craig H.O.
Return of Mig SL3125/
ICD 4082 Copies of
Entts. issued here
to extend existing
SL 4065 / SLC 6045

PREMIUM \$3,572.00 (HEREON)

IUM

ite No. SLC 6045

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is September 1, 1983 Endorsement No. C

In consideration of the payment of the sum of \$20,000.00 due hereon at \$3,572.00, it is hereby noted and agreed that in respect of losses occurring and/or occurrences occurring on or after September 1, 1983 the participation insured by this policy is decreased from 19.71% to 17.86% and the underwriters subscribing to this policy are:

CNA Reinsurance of London, Ltd.	8.93%
Dominion Ins. Co. Ltd.	8.93%
	17.86%

All other terms and conditions remain unchanged.

DATED: INTERNATIONAL SPECIAL RISK SERVICES, INC.

By: _____

ENDORSEMENT

ADDITIONAL PREMIUM

RETURN PREMIUM

\$323.24 (HEREON)

Attaching to and forming part of Policy/Certificate No. SLC 6045
in the name of Roman Catholic Diocese of Rockville Centre, et al
Effective date of this endorsement is October 1, 1982 Endorsement No. B

It is hereby understood and agreed that the policy period
is amended to read October 1, 1982 to September 1, 1986,
with "Periods of Insurance" as follows:

October 1, 1982 to September 1, 1983
September 1, 1983 to September 1, 1984
September 1, 1984 to September 1, 1985
September 1, 1985 to September 1, 1986

It is further noted and agreed effective September 1, 1983
that in consideration of the above there is due a Return
Premium of Pro Rata of \$20,000.00 for the period September 1,
1983 to October 1, 1983.

All other terms and conditions remain unchanged.

DATED:

INTERNATIONAL SPECIAL RISK SERVICES, INC.

By _____

ADDITIONAL PREMIUM \$16,428.00 (HEREON)

ENDORSEMENT

RETURN PREMIUM

Attaching to and forming part of Policy/Certificate No. SL 4065

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is September 1, 1983 Endorsement No. 5

In consideration of the payment of the sum of \$20,000.00 due hereon at \$16,428.00, it is hereby noted and agreed that in respect of losses occurring and/or occurrences occurring on or *after September 1, 1983 the participation insured in this policy* is increased from 80.29% to 82.14% and the underwriters subscribing to this policy are:

Underwriters at Lloyd's, London 82.14%

All other terms and conditions remain unchanged.

DATED: INTERNATIONAL SPECIAL RISK SERVICES, INC.

By: _____

	ADDITIONAL PREMIUM	
ENDORSEMENT	RETURN PREMIUM	\$1,316.76 (HEREON)

Attaching to and forming part of Policy/Certificate No. SL 4065
in the name of Roman Catholic Diocese of Rockville Centre, et al
Effective date of this endorsement is October 1, 1982 Endorsement No. 4

It is hereby understood and agreed that the policy period
is amended to read October 1, 1982 to September 1, 1986,
with "Periods of Insurance" as follows:

October 1, 1982 to September 1, 1983
September 1, 1983 to September 1, 1984
September 1, 1984 to September 1, 1985
September 1, 1985 to September 1, 1986

It is further noted and agreed effective September 1, 1983
that in consideration of the above there is due a Return
Premium of Pro Rata of \$20,000.00 for the period
September 1, 1983 to October 1, 1983.

All other terms and conditions remain unchanged.

DATED: INTERNATIONAL SPECIAL RISK SERVICES, INC.

By: _____

GALLAGHER, HINTON & VEREKER LIMITED
INTERNATIONAL INSURANCE BROKERS
and at Lloyd's

D. W. L. M. VEREKER, (Managing Director)
D. J. M. ARNOLD
J. P. GALLAGHER, (U.S.A.)
R. B. GALLAGHER, (U.S.A.)
O. D. S. JONES
R. B. OWLES
J. J. SHAW
J. O. STREET

Arthur J. Gallagher & Co.,
10 Gould Center,
Golf Road,
Rolling Meadows,
Illinois 60008,
U.S.A.

110 FENCHURCH STREET
LONDON, EC3M 5JJ

Telephone: 01-481 2222

Cables & Telegrams:
GALVER O, LONDON

Telex: 8931906
Registered No. 1193013 England
7th October, 1982

Date

Your Ref.

Our Ref.

COVER NOTE No. GHV051/1982

We confirm that we have effected the following insurance in accordance with your instructions:

TYPE: EXCESS BROADFORM LIABILITY INCLUDING HELIPORT LIABILITY.

FORM: Excess 'Bishops' wording as agreed.

ASSURED: Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of Roman Catholic Diocese of Rockville Centre, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees or similar body and exercises direct, complete and active control over the finances, properties, operations and activities
50 North Park Avenue,
Rockville Centre,
New York 11570.

PERIOD: 36 months effective 1st October, 1982.

INTEREST: Legal Liability in respect of the Assured's operations as more fully defined in primary.

SUM INSURED: \$20,000,000 any one occurrence.

EXCESS OF:

(A) \$ 5,000,000 any one occurrence.

OR

(B) \$10,000,000 any one occurrence in respect of heliport liability.

SITUATION: Worldwide.

CONDITIONS: 60 Days Cancellation Clause.

Aggregate Limits as primary.

Retro- date in respect of Errors and Omissions 1st October, 1976.

Annual check of information 45 days prior to anniversary.

Subject to full terms and conditions of policy or treaty wording to be issued subsequently.

.../...

Page No. 2 of Covernote No. GHV 051/1982 dated 7th October, 1982.

PREMIUM: \$60,000 payable one third annually.

SECURITY: 80.29% Part of 100.00% Lloyd's Underwriters

4.11%	219	4.10%	219	8.01%	989	0.72%	279	1.54%	650
4.11%	799	8.88%	618	0.57%	278	2.05%	494	2.09%	408
0.37%	99	3.29%	604	2.05%	346	1.24%	109	4.10%	210
6.16%	918	4.11%	553	2.46%	921	0.82%	602	1.65%	92
0.82%	661	0.41%	518	3.28%	205	0.99%	235	1.23%	235
0.25%	383	0.61%	204	0.62%	204	0.41%	620	0.62%	365
1.23%	416	1.23%	506	0.82%	694	1.23%	56	1.65%	665
1.23%	263	1.23%	584						

GALLAGHER, HINTON & VEEVER LIMITED

INTERNATIONAL INSURANCE BROKERS
and at Lloyd's

D. W. L. M. VEREKER, (Managing Director)
D. J. M. ARNOLD
J. P. GALLAGHER, (U.S.A.)
R. E. GALLAGHER, (U.S.A.)
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110 FENCHURCH STREET
LONDON, EC3M 5JJ

Telephone: 01-481 2222

Cables & Telegrams:
GALVER Q, LONDON

Telex: 8931976
Registered No. 1193011 England

7th October, 1982

Date

Your Ref.

Our Ref.

COVER NOTE No. GMV051/1982

We confirm that we have effected the following insurance in accordance with your instructions:

TYPE: EXCESS BROADFORM LIABILITY INCLUDING HELIPORT LIABILITY.

FORM: Excess 'Bishops' wording as agreed.

ASSURED: Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of Roman Catholic Diocese of Rockville Centre, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees or similar body and exercises direct, complete and active control over the finances, properties, operations and activities
50 North Park Avenue,
Rockville Centre,
New York 11570.

PERIOD: 36 months effective 1st October, 1982.

INTEREST: Legal Liability in respect of the Assured's operations as more fully defined in primary.

SUM INSURED: \$20,000,000 any one occurrence.

EXCESS OF:

(A) \$ 5,000,000 any one occurrence.

OR

(B) \$10,000,000 any one occurrence in respect of heliport liability.

SITUATION: Worldwide.

CONDITIONS: 60 Days Cancellation Clause.

Aggregate Limits as primary.

Retro- date in respect of Errors and Omissions 1st October, 1976.

Annual check of information 45 days prior to anniversary.

PREMIUM: \$60,000 payable one third annually.

SECURITY:	8.21% Part of 100.00%	CNA Reinsurance of London Ltd.,
	8.21% Part of 100.00%	Dominion Ins. Co. Ltd.,
	3.29% Part of 100.00%	Stronghold Ins. Co. Ltd.,



8.3.83

1982

Lloyd's Policy

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called 'the Underwriters'),

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided.

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know Ye that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of Us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of Us.

LLOYD'S POLICY SIGNING OFFICE,
General Manager

[Signature]

J(A)

NMA 2002 (11.4.74)

Form approved by Lloyd's Underwriters' Non-Marine Association,
Printed by The Carlton Berry Co. Ltd.

FOR EMBROIDMENT BY
LLOYD'S POLICY SIGNING OFFICE

The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to: GALLAGHER HINTON & VEREKEN LTD,

U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)
(Approved by Lloyd's Underwriters' Non-Marine Association)

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Non-Marine Association)

SERVICE OF SUIT CLAUSE (U.S.A.)

(Approved by Lloyd's Underwriters' Non-Marine Association)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Lord, Bissell & Brook, 115 South Lasalle Street,

Chicago, Illinois 60603

and that any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of any Court of competent jurisdiction or of any Appellate Courts in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of Underwriters hereon, and on the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said process is authorized to mail such process or a true copy thereof.

22 5 52

N.M.A.

material", and "byproduct material" have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; "nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste.

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*NOTE — As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

17/3/60

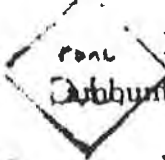
N.M.A. 1256

PSAC POLICY

Center
1604082
SLC 6045

IN CONSIDERATION of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereto subscribed their Names ("the Insurers")

THE INSURERS HEREBY SEVERALLY AGREE each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

 If the Insured shall make any claim knowing the same to be false or fraudulent, as regards Substant or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

IN WITNESS WHEREOF the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed:


Policy Signing Manager

Policy Department
Seal

Date as in the Schedule.

[illegible]

ENDORSEMENT

Attaching to and forming part of Policy No. GHV 051/1982

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. 1

It is hereby understood and agreed effective inception that the Named Insured is as follows:

Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees of similar body and exercises direct, complete and active control over the finances, properties, operations and activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 7, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By Donata J. Kruttschnitt

Date 31st December, 1982

Policy No. GHV 051/1982

THE SCHEDULE

The Insured Roman Catholic Diocese of Rockville Center, et al
(as more fully described in Endorsement No.1)
50 North Park Avenue,
Rockville Center, New York 11570

Premium US\$2,300.00 part of US\$20,000.00 being the first annual instalment
with subsequent equal instalments being due and payable on 1st October
~~1983 and 1st October, 1984~~

The Interest Insured Legal Liability in respect of all operations of the various
Insured's and for their Agencies as more fully set forth
in the Coinsuring Policy detailed below.

This Insurance being for 11.50% part of 100.00% covers
its pro rata proportion of the risks and liability more
particularly described in the Coinsuring Policy detailed
below and the percentages signed hereon are percentages of
100.00% and not of 11.50%

~~INXXXXXX~~

Period of Insurance

From 1st October, 1982 To 1st October, 1985 both days
at 12.01 a.m. Local Standard Time.
and for such further period or periods as may be mutually agreed.

COINSURANCE CLAUSE

It is warranted that this Policy shall run concurrently with and be subject to the same terms,
provisions, and limitations as are contained in Policy No. GHV051/1982
issued by Certain Underwriters at Lloyd's London covering the identical subject
matter and risk.

Rochelle
1982

FORM C.P. 2.

COMPANIES COLLECTIVE POLICY

In consideration of the Insured named in the Schedule hereto having paid premium set forth in the said Schedule to the Insurers who have hereunto subscribed their Names (hereinafter referred to as "the Insurers").

The Insurers Hereby Seeverally Agree each for the proportion set against its name to indemnify the Insured or the Insured's Executors, Administrators and Assigns against Loss as more fully set forth in the Policy detailed in the said Schedule covering the identical subject matter and risk (hereinafter called the "Co-insuring Policy") during the period of Insurance stated in the said Schedule or during any subsequent period as may be mutually agreed upon between the Insured and the Insurers.

PROVIDED that; —

- (1) the liability of the Insurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Insurers.
- (2) the liability of each of the Insurers individually in respect of such loss shall be limited to the proportion set against its name.
- (3) this Policy shall be subject to the same terms, provisions, conditions, and limitations as are contained in the Co-insuring Policy.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In Witness whereof I, being a representative of the Leading Company and authorised by the said Company and by all other Companies appearing hereon to sign this Policy on their behalf, have hereunto subscribed my name this *5th* day of

July

One Thousand nine hundred and *EIGHTY THREE*

THE DOMINION INSURANCE CO. LTD.

J. J. J.
Accident Manager

ENDORSEMENT

Attaching to and forming part of Policy No. GHV 051/1982

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. 1

It is hereby understood and agreed effective inception that the Named Insured is as follows:

Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees of similar body and exercises direct, complete and active control over the finances, properties, operations and activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 7, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By Donald J. Kretsch

Date 31st December 1982

Policy No. GHV 051/1982

THE SCHEDULE

The Insured Roman Catholic Diocese of Rockville Center, et al,
(as more fully described in Endorsement No. 1)
50 North Park Avenue,
Rockville Center, New York 11570.

Premium: US\$1,642.00 part of US\$20,000
being the first annual instalment with
subsequent equal instalments being due and
payable on 1st October 1983 and 1st October 1984.

~~/ Some Insureds /~~

The Interest Insured: Legal Liability in respect of all operations of the various
Insured's and for their Agencies as more fully set forth in
the Coinsuring Policy detailed below.

This insurance being for 8.21% part of 100% covers its pro
rata proportion of the risks and liability more particularly
described in the Coinsuring Policy detailed below and the
percentages signed hereon are percentages of 100% and not
of 8.21%

~~XXXXXXXXXXXXX~~

Period of Insurance

From 1st October 1982 To 1st October 1985 both days
at 12.01 a.m. Local Standard Time

Coinsuring Policy No. GHV 051/1982

Issued by Certain Underwriters at
Lloyd's, London

Policy or Certificate No. GHV 051 / 1982 Contract No. (if any)

The name and address of the Assured

Roman Catholic Diocese of Rockville Center, et al,
(as more fully described in Endorsement No. 2),
50 North Park Avenue,
Rockville Center, New York 11570.

The risk and sum insured hereunder

EXCESS BROADFORM LIABILITY INCLUDING HELIPORT LIABILITY.

This insurance being for 80.29% part of 100.00% covers its pro rata proportion of the risks and liability more particularly described in the attached wording, which is hereby declared to be incorporated in and to form part of this policy, and the percentages signed hereon are percentages of 100.00% and not of 80.29%

The Premium US\$16,058.00 part of US\$20,000 being the first annual instalment with subsequent equal instalments being due and payable on 1st October 1983 and 1st October 1984.

The period of Insurance from 1st October 1982 to 1st October 1985
both days ~~XXXX~~, and for such further period or periods as may be mutually agreed upon
12.01 a.m. Local Standard Time.

Dated in LONDON

the 31st December 1982

J or J(A) (Schedule) NMA 2003 for attachment to NMA 2001, NMA 2002, NMA 2004 or NMA 2005

ENDORSEMENT

Attaching to and forming part of Policy No: GHV 051/1982

In the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. 3

It is hereby understood and agreed that 45 days prior to each anniversary date this risk is subject to the Assured advising Underwriters of any change in the information given to Underwriters at inception, at which time the coverage afforded and the premium charged shall be subject to review by Underwriters.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 7, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By Donald J. Krutch

ENDORSEMENT

Attaching to and forming part of Policy No: GHV 051/1982

In the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. 2

It is hereby understood and agreed effective inception that the Named Insured is as follows:

Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees of similar body and exercises direct, complete and active control over the finances, properties, operations and activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 7, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By Donald J. Kritek

ENDORSEMENT

Attaching to and forming part of Policy No: GHV 051/'82

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. 1

ERRORS AND OMISSIONS

It is hereby understood and agreed that insofar as Errors and Omissions coverage is afforded to the Assured in the Primary and Underlying Excess Insurers policy/ies this Policy is extended to indemnify the Assured (as hereinafter defined) against any claim or claims made against them individually or collectively during the period of this Insurance, by reason of a wrongful act, error or omission, whenever or wherever committed or alleged to have been committed while acting in their capacity as trustee, director or council member in a diocesan connected entity.

IT IS FURTHER AGREED:

- (1) There shall be no liability hereunder for any claim made against the Assured for wrongful act, error or omission committed or alleged to have been committed prior to October 1, 1976 (hereinafter referred to as the "Retroactive Date").
- (2) In the event of non-renewal or termination of this Insurance, then the Insurance shall extend to apply to claims made against the Assured during the twelve (12) calendar months following immediately upon such expiration or termination, but only for wrongful act, error or omission, committed or alleged to have been committed between the Retroactive Date and such expiration or termination.

The term Assured as used herein shall mean the Named Assured and all persons who were, now are or shall be appointed or elected trustee, director or council member in any parishes, schools, cemeteries, and other agencies or directly connected organizations of the Diocese.

Underwriters shall not be liable to make payment for loss in connection with any claim made against the Assured if a judgment or final adjudication in any action brought against the Assured shall be based on a determination that acts of fraud or dishonesty were committed by the Assured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 7, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By Donald J Krutek

EXCESS BROAD FORM LIABILITY

INSURING AGREEMENTS

1. COVERAGE -

In consideration of the payment of the premium stated herein and subject to the limitations, definitions, terms and conditions hereinafter mentioned, Underwriters hereby agree with the Assured named in the Declarations made a part hereof to indemnify the Assured for all sums which the Assured shall be legally obligated to pay by reason of the liability caused by or arising out of only such hazards covered by and as more fully defined in the policy/ies of the "Primary and Underlying Excess Insurers" and issued by the Primary and Underlying Excess Insurers stated in Item 4 of the Declarations occurring during the period of this policy.

2. LIMITS OF LIABILITY -

Provided always that:

- (a) Liability attaches to the Underwriters only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as set forth in Item 5 of the Declarations and designated "Primary and Underlying Excess Limits(s)" and then the limits of the Underwriters' liability shall be those set forth in Item 6 of the Declarations under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss the Excess of the Limit(s) under the policy/ies of the Primary and Underlying Excess Insurers as set forth in Item 5 of the Declarations up to the full amount of such Excess Limit(s).
- (b) Liability for any one or any combination of the hazards insured hereunder as provided for in the Primary and Underlying Excess Insurers policy/ies is subject separately to the limit "each occurrence" as stated in the Declarations, but this limit shall not be exceeded in any one policy year with regard to any hazard(s) insured with an aggregate limit under the policy/ies of the Primary and Underlying Excess Insurers.

P.D.C.
D.A.J.

- (c) For the purpose of determining the limit of the Underwriters' liability, all Personal Injury and Property Damage arising out of either
- (i) an accident or series of accidents arising out of one event, or
 - (ii) a continuous or repeated exposure to substantially the same general conditions,
- shall be considered as arising out of one occurrence.
- (d) The inclusion of more than one entity as the named Assured, or the inclusion of any additional Assureds under this Policy, shall not in any way operate to increase the Underwriters' limits of liability beyond those provided in Item 6 of the Declarations.

DEFINITIONS

3. (a) Occurrence -

The word "occurrence" means an accident, including injurious exposure to conditions, which results during the Policy year in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Assured.

(b) Ultimate Net Loss -

The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Assured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy/ies of the Primary and Underlying Excess Insurers, and shall include all expenses and costs.

(c) Policy Year -

The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named in the Declarations.

CONDITIONS

4. (a) Application of Recoveries -

All recoveries, salvages or payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Insurance shall be construed to mean that losses under this Insurance are not payable until the Assured's ultimate net loss has been finally ascertained.

(b) Attachment of Liability -

Liability to pay under this Policy shall not attach unless and until the Primary and Underlying Excess Insurers shall have admitted liability for the Primary and Underlying Excess Limit(s) or unless and until the Assured has by final judgment been adjudged to pay the full amount of the Primary and Underlying Excess Limit(s).

(c) Maintenance of Primary Insurance -

It is a condition of this Policy that the policy/ies of the Primary and Underlying Excess Insurers shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences during the policy year.

In respect of the hazards covered by the Primary and Underlying Excess Insurers this Policy is subject to the same warranties, terms, definitions, conditions and exclusions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the policy/ies of the Primary Insurers prior to the happening of an occurrence for which claim is made hereunder and should any alteration be made in the premium for the policy/ies of the Primary Insurers during the currency of this Policy, then the premium hereon shall be adjusted accordingly.

(d) Subrogation -

Inasmuch as this Policy is "excess coverage" the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

- (e) Commutation Clause - (to apply to Workers' Compensation and/or Employer's Liability or Occupational Disease and then only when these perils are covered by the Primary Insurers)

Not later than twenty-four months from the expiry date of this policy, the Assured shall advise the Underwriters of all claims not finally settled which are likely to result in claims under this Policy. The Underwriters may then or at any time thereafter intimate to the Assured their desire to be released from liability in respect of any one or more of such claims. In such event, the Assured and the Underwriters shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalize such claim or claims and the payment by the Underwriters of their portion of the amount so ascertained to be the capitalized value of such claim or claims shall constitute a complete and final release of Underwriters, provided however that such payment shall not constitute a full and final release of Underwriters' liability if subsequent to such payment any supplemental award is made increasing the claim(s); said additional claim(s) may then be recom-muted at Underwriter's option and Underwriters may discharge any additional liability by another payment.

(f) Cancellation -

This Policy may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided 30 days notice in writing be given.

If this Policy shall be cancelled by the Assured, the Underwriters shall retain the earned premium hereon for the period that this Policy has been in force or the short rate proportion of the Minimum Premium, calculated in accordance with the customary scale, whichever is the greater.

If this Policy shall be cancelled by the Underwriters they shall retain the earned premium hereon for the period that this Policy has been in force or pro-rata of the Minimum Premium, whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

If the period of limitation relating to the giving of such notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(g) Notification of Claims -

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in the Declarations. Claims shall not be prejudiced if the Assured, through clerical oversight or error, fails to notify the above person(s) or firm of any such occurrence.

(h) Fraudulent Claims -

If the Assured shall make any claim knowing the same to be fake or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

DECLARATIONS

Item

1. NAMED ASSURED: Roman Catholic Diocese of Rockville Center, etal
(as more fully described in Endorsement No. 2)
2. ADDRESS OF ASSURED: 50 North Park Avenue,
Rockville Center, New York 11570.
3. PERIOD: 1st October 1982 to 1st October 1985 both days at 12.01 a.m.
Local Standard Time.
4. a) PRIMARY INSURERS: (i) Certain Underwriters at Lloyd's, London and various Insurance
Companies. (ii) Fireman's Fund Insurance Company.
(iii) United States Aviation Underwriters Inc., (as respects Helicopter Liability only).
b) UNDERLYING EXCESS INSURERS: (i) Interstate Fire & Casualty Company
(ii) The Insurance Company of the state of Pennsylvania
(Southeastern Aviation Inc.)
5. PRIMARY AND UNDERLYING EXCESS LIMIT(S): (i) US\$5,000,000 any one occurrence
(ii) US\$10,000,000 any one occurrence (as
respects Helicopter Liability only).
6. EXCESS LIMIT(S): US\$20,000,000 any one occurrence
7. NOTIFICATION OF CLAIMS TO: Gallagher Bassett of New York, Inc.,
100 Ring Road West,
Garden City, New York 11530.
8. IDENTIFICATION DETAILS AND LIMITS
CARRIED UNDER ITEM 4 ABOVE:

<u>POLICY NO(S)</u>	<u>LIMIT(S)</u>
(a) (i) 051/182	US\$100,000 any one occurrence Combined Single Limit EXCESS of US\$100,000 any one occurrence Self-Insured Retention as respects Comprehensive General and Automobile Liability.
(ii) XLX-1437075	US\$50,000 any one occurrence Worker's Compensation Act Liability EXCESS of US\$100,000 any one occurrence Self- Insured Retention.
(iii) LG-18076	US\$1,000,000 any one occurrence and aggregate.

Cont'd..

(b) (i) 83-0169764

Difference between (a) (i) & (ii)
above and US\$5,000,000 any one
occurrence Combined Single Limit.

(ii) AX634-9967
Good Samaritan
Hospital Heliport.

US\$9,000,000 any one occurrence and
aggregate Excess of 4 (a) (ii) above
(as respects Heliport Liability only).

AX634-9952
St. Francis
Hospital Heliport.

AX634-9953
St. Charles
Hospital Heliport.

Exhibit C

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

FOR LPSO USE ONLY		BROKER		LPSO NO. & DATE	
CPD33R 07C7 935		518		63508 24 1 83	
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.		PAGE	
				1	
PERCENT					
4.11	219	977P1234			
4.10	219	277P1234			
8.01	989	213SB301240A			
0.72	279	213SB301240A			
1.54	650	213SB301240A			
4.11	799	DF70379647			
8.88	618	NA6252314001			
0.57	278	NA6252314001			
2.05	494	NA6252314001			
2.09	408	K2141806S205			
0.37	99	K2141806S205			
3.29	604	81300145			
2.05	346	NA6203006S04			
1.54	109	06L6608R IXS			
4.10	210	E2017777			
6.16	918	LSL0530N217			
FOR LPSO USE ONLY		BROKER		LPSO NO. & DATE	
936		518		63508 24 1 83	
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.		PAGE	
				2	
PERCENT					
4.11	553	CBTF80002908			
2.46	921	NA6200118G04			
0.82	602	DADD924ABBU			
1.65	92	252K011TP00R			
0.82	661	003WG22XX731			
0.41	518	003W604A4308			
3.28	205	4886AAA0018			
0.99	235	9398610RI			
1.23	235	8610820RI			
0.25	383	93912R0RI			
0.61	204	3081282E1X			
0.62	204	0601282E1X			
0.34	620	9090461G08D2			
0.07	987	9090461G08D2			
0.62	365	0961948			
1.23	416	707X4612P			
TOTAL LINE		NO OF SYND		FOR LPSO USE ONLY	
80.29					
FOR LPSO USE ONLY		BROKER		LPSO NO. & DATE	
937		518		63508 24 1 83	
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.		PAGE	
				3	
PERCENT					
1.23	506	R65211684			
0.82	694	4690LRR32094			
1.23	56	X148A493Q			
1.65	665	82X58100A			
1.23	263	DXFX114C0359			
1.23	584	N0450V804RI			
THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1983/ 1					
TOTAL LINE		NO OF SYND		FOR LPSO USE ONLY	
38.50					

PSAC POLICY

IN CONSIDERATION of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

THE INSURERS HEREBY SEVERALLY AGREE each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

IN WITNESS WHEREOF the Policy Signing Manager of THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC") has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed: R. E. Sanders
Policy Signing Manager

Policy Department
Seal

Date as in the Schedule.

[illegible]

Date 9th March 1983

Policy No. GHV 051/182

THE SCHEDULE

The Insured Roman Catholic Diocese of Rockville Centre, and all Legal Entities therein over which the same central authority appoints or controls the appointment of the board of trustees or similar body and exercises direct, complete and active control over the finances, properties, operations and activities,
50 North Park Avenue, Rockville Centre, New York 11570.

Premium US\$37,665.60 part of US\$472,000.00 being the first annual instalment with subsequent equal instalments being due and payable on 1st October, 1983 and 1st October, 1984.

The Interest Insured All Real and Personal Property of every description including Casualty and Crime Coverages in respect of all operations of the various Insured's and for their Agencies as more fully set forth in the Coinsuring Policy detailed below.

This insurance being for 7.98% part of 100.00% of 80.00% covers its pro rata proportion of the risks and liability more particularly described in the Coinsuring Policy detailed below, and the percentages signed hereon are percentages of 100.00% of 80.00% and not of 7.98% of 80.00%.

XXXXXXXXXXXX
Insured Perils

Period of Insurance

From 1st October 1982 To 1st October 1985 both days
at 12.01 a.m. Local Standard Time.
and for such further period or periods as may be mutually agreed.

COINSURANCE CLAUSE

It is warranted that this Policy shall run concurrently with and be subject to the same terms, provisions, and limitations as are contained in Policy No. GHV 051/182 issued by certain Underwriters at Lloyd's, London covering the identical subject matter and risk.

Roman Catholic Diocese of Rockville Centre

Insurance Policy Cover Sheet

Policy number(s): SL 4066
SLC 6046

Inception date: 10/1/1982

Term at issuance: 1 year

Page count: 51

Contents: Slip- 2 pgs
Excess Broad Form Liability- 8 pgs
Endorsement- 12 pgs
Cover Note- 8 pgs
Lloyd's, PSAC, Companies Policy- 21 pgs

4046

THIS DECLARATION PAGE IS ATTACHED TO THE POLICY PROVISIONS (FORM CN-1)

1	Name of Assured		Roman Catholic Diocese of Rockville Centre, et al (See Endorsement #2) 30 North Park Avenue Rockville Centre, New York 11570	
2	EFFECTIVE <input checked="" type="checkbox"/> 12:01 A.M. BOTH DAYS AT FROM <input type="checkbox"/> 12:00 NOON STANDARD TIME		October 1, 1983 TO October 1, 1984	
3	Acting upon your instruction, we have effected the insurance with		NAME OF INSURER UNDERWRITERS AT LLOYD'S, LONDON	AMOUNT OR PERCENT 24.94%
4	AMOUNT 24.74% Hereon 24.14% Part of 100% of: \$ 25,000,000 any one occurrence		COVERAGE	RATE Annuals \$22,500.00 Hereons \$ 5,431.50 5,611.30
5	EXCESS OF: (A) \$ 5,000,000 any one occurrence OR (B) \$30,000,000 any one occurrence in respect of heliport liability		Excess Broad Form Liability including Heliport Liability - Worldwide	
6	AUDIT		TOTAL CHARGED	
5	SPECIAL CONDITIONS As per attached forms and endorsements NMA 772 NMA 1477 NMA 1256			
6	Service of Suit Clause Lord, Bissell & Brook, 115 South LaSalle Street, Chicago, IL 60603 or Mendes & Mount, 3 Park Avenue, New York, NY 10016			

In witness whereof this covernote has been signed at Rolling Meadows, IL this 13 day of October 1983

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

ISRS

SLC 6046

By

ADDITIONAL PREMIUM:

(Hereon)

RETURN PREMIUM: \$445.38

(Hereon)

ENDORSEMENT attaching to and forming part of Policy/Certificate No. SL 4066

In the name of Diocese of Rockville Centre

Effective Date of this endorsement is September 1, 1983

Endorsement No. 4

It is hereby noted and agreed effective September 1, 1983, this
policy is cancelled in its entirety.

In consequence of the above there is a return premium due of
\$1,845.00.

Subject otherwise to all terms, clauses and conditions as heretofore.

DATED: January 19, 1984

INTERNATIONAL SPECIAL RISK SERVICES, INC.

AS SUCCESSOR TO
BY: *Charles E. DeBorja*

ENDORSEMENT attaching to and forming part of Policy No. SL 4066
in the name of Diocese of Rockville Centre

Effective date of this endorsement is October 1, 1982

Endorsement No. 3

It is hereby noted and agreed that effective 1st October, 1982, the Security
is amended to read:

SECURITY: 24.14% Part of 100.00% Lloyd's Underwriters

Subject otherwise to all terms, clauses and conditions as heretofore.

DATED: July 8, 1983

INTERNATIONAL SPECIAL RISK SERVICES, INC.
AS SUCCESSORS TO
ARTHUR J GALLAGHER & CO (ILLINOIS)

By

Charles C DeBouler

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. ~~SL 4066~~ *ISL 3114*

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is ~~October 4, 1982~~ *7-1-83* Endorsement No. 2

It is hereby understood and agreed effective inception that the Named Insured is as follows:

Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees of similar body and exercises direct, complete and active control over the finances, properties, operations and activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: ~~December 6, 1982~~ *12-13-83*

~~ARTHUR J. GALLAGHER & CO. (ILLINOIS)~~ *ISRS*

By *Donald J. Kretsch*

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. SL 4066 **151-3114**

In the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982 **9.1.83** Endorsement No. 1

ERRORS AND OMISSIONS

It is hereby understood and agreed that insofar as Errors and Omissions coverage is afforded to the Assured in the Primary and Underlying Excess Insurers policy/ies this Policy is extended to indemnify the Assured (as hereinafter defined) against any claim or claims made against them individually or collectively during the period of this Insurance, by reason of a wrongful act, error or omission, whenever or wherever committed or alleged to have been committed while acting in their capacity as trustee, director or council member in a diocesan connected entity.

IT IS FURTHER AGREED:

- (1) There shall be no liability hereunder for any claim made against the Assured for wrongful act, error or omission committed or alleged to have been committed prior to October 1, 1976 (hereinafter referred to as the "Retroactive Date").
- (2) In the event of non-renewal or termination of this Insurance, then the Insurance shall extend to apply to claims made against the Assured during the twelve (12) calendar months following immediately upon such expiration or termination, but only for wrongful act, error or omission, committed or alleged to have been committed between the Retroactive Date and such expiration or termination.

The term Assured as used herein shall mean the Named Assured and all persons who were, now are or shall be appointed or elected trustee, director or council member in any parishes, schools, cemeteries, and other agencies or directly connected organizations of the Diocese.

Underwriters shall not be liable to make payment for loss in connection with any claim made against the Assured if a judgment or final adjudication in any action brought against the Assured shall be based on a determination that acts of fraud or dishonesty were committed by the Assured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 6, 1982
12.83

ARTHUR J. GALLAGHER & CO. (ILLINOIS) **151KS**

By Donald J. Krutels

DATE ISSUED

CONTRACT NO

PREVIOUS NO

December 6, 1982

GHV 051/2002

SLC 9899-6046

THIS DECLARATION PAGE IS ATTACHED TO AND FORMS PART OF COVER NOTE PROCEEDINGS (FORM SLACOVN)

ITEM	NUMBER	SLC	FRIG	ICD	4073												
1	Name of Assured Roman Catholic Diocese of Rockville Centre, et al (See Endorsement #A) 50 North Park Avenue Rockville Centre, New York 11570																
2	EFFECTIVE <input checked="" type="checkbox"/> 12 01 A M BOTH DAYS AT October 1, 1982 9-1-83 TO October 1, 1984 8-1-84 FROM <input type="checkbox"/> 12 00 NOON STANDARD TIME																
3	Acting upon your instruction, we have → See Endorsement #A 15 506% effected the insurance with																
4	<table border="1"><thead><tr><th>AMOUNT</th><th>COVERAGE</th><th>RATE</th><th>PREMIUM</th></tr></thead><tbody><tr><td>Hereons: 75.86% Part of 100% of:</td><td></td><td></td><td>Annual \$22,900.00</td></tr><tr><td>Subject to the same forms, terms, conditions and endorsements as more particularly set forth in Cover Note No. 51-4066 1063/14</td><td>See Endorsement #B</td><td></td><td>Hereons: \$17,062.50 16,888.50</td></tr></tbody></table>					AMOUNT	COVERAGE	RATE	PREMIUM	Hereons: 75.86% Part of 100% of:			Annual \$22,900.00	Subject to the same forms, terms, conditions and endorsements as more particularly set forth in Cover Note No. 51-4066 1063/14	See Endorsement #B		Hereons: \$17,062.50 16,888.50
AMOUNT	COVERAGE	RATE	PREMIUM														
Hereons: 75.86% Part of 100% of:			Annual \$22,900.00														
Subject to the same forms, terms, conditions and endorsements as more particularly set forth in Cover Note No. 51-4066 1063/14	See Endorsement #B		Hereons: \$17,062.50 16,888.50														
5	AUDIT SPECIAL CONDITIONS TOTAL CHARGED																
6																	

ISRS

ARTHUR J. GALLAGHER & CO. (NEW YORK)

By Donald J. Kneitel

ADDITIONAL PREMIUM:

(Hereon)

RETURN PREMIUM: \$1,399.62

(Hereon)

ENDORSEMENT attaching to and forming part of Policy/Certificate No. SLC 6046

In the name of Diocese of Rockville Centre

Effective Date of this endorsement is September 1, 1983

Endorsement No. D

It is hereby noted and agreed effective September 1, 1983, this
policy is cancelled in its entirety.

In consequence of the above there is a return premium due of
\$1,845.00.

Subject otherwise to all terms, clauses and conditions as heretofore.

DATED: January 19, 1984

INTERNATIONAL SPECIAL RISK SERVICES, INC.
AS SUCCESSORS TO
BY ARTHUR J. GALLAGHER & CO. V.P. LLOYD

ENDORSEMENT attached to and forming part of Policy ~~SL 4072~~ **IC 04072**

in the name of Diocese of Rockville Centre

Effective date of this endorsement is October 1, 1982 **9-1-83**

Endorsement No. **B**

It is hereby noted and agreed that effective 1st October, 1982, the Security is amended to read:

SECURITY: 19.77% Part of 100.00% (12.50% Sovereign Marine & General Ins. Co. Ltd.
(37.50% The Tokio Marine & Fire Ins. Co. (UK) Ltd.
(50% (25.00% Taisho Marine & Fire Ins. Co. (UK) Ltd.
(15.00% Allianz International Ins. Co. Ltd.
(10.00% Storebrand Ins. Co. (UK) Ltd.
(50% Sovereign Marine & General Ins. Co. Ltd 'C' Account
Per Willis Faber (Underwriting Management) Ltd.

28.17 3.95% Part of 100.00% Sovereign H.D.N. A/C
Per Willis Faber (Underwriting Management) Ltd.

7.39 7.91% Part of 100.00% Dominion Ins. Co. Ltd.

13.86 13.42% Part of 100.00% St. Katherine Insurance Company Ltd.

1.93 6.71% Part of 100.00% CNA Reinsurance of London Ltd.

7.39 7.91% Part of 100.00% Stronghold Ins. Co. Ltd.

3.07 3.95% Part of 100.00% Turegum Ins. Co.

2.08 2.02% Part of 100.00% Folksam International Ins. Co. (UK) Ltd.

6.93 4.48% Part of 100.00% British National Insurance Co. Ltd.

1.85 1.79% Part of 100.00% Yasuda Fire & Marine Ins. Co. (UK) Ltd.

3.07 3.95% Part of 100.00% Compagnie D'Assurance Maritimes Aeriennes et Terrestres

75.86%
75.06% Per Comomile Underwriting Agencies Ltd.

Subject otherwise to all terms, clauses and conditions as heretofore.

DATED: July 8, 1983 **7-8-83**

INTERNATIONAL SPECIAL RISK SERVICES, INC.
AS SUCCESSORS TO
ARTHUR J GALLAGHER & CO (ILLINOIS)

By Charles C DiBriener

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. SLC 6046

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. B

It is hereby understood and agreed the underwriters subscribing to this policy are:

Sovereign Marine & General Ins. Co. Ltd.	12.50%)		\$ 251.72
The Tokio Marine & Fire Ins. Co. (U.K.) Ltd.	37.50%)		755.16
Taisho Marine & Fire Ins. Co. (U.K.) Ltd.	25.00%) Part of 50%)		503.44
Allianz International Ins. Co. Ltd.	15.00%)		302.06
Storebrand Ins. Co. (U.K.) Ltd.	10.00%)	17.50% Part of 100%	201.37
Sovereign Marine & General Ins. Co. Ltd. 'C' Account.	50%)		2,013.75
Per Willis Faber (Underwriting Management) Ltd.			
Sovereign H.D.N. A/C		3.58% Part of 100%	805.50
Per Willis Faber (Underwriting Management) Ltd.			
Dominion Ins. Co. Ltd.		7.16% Part of 100%	1,611.00
St. Katherine Insurance Company Ltd.		13.32% Part of 100%	3,019.50
CNA Reinsurance of London Ltd.		6.71% Part of 100%	1,509.75
Stronghold Ins. Co. Ltd.		7.16% Part of 100%	1,611.00
Ancon Ins. Co. (UK) Ltd.		4.48% Part of 100%	1,008.00
Turegum Ins. Co.		3.58% Part of 100%	805.50

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. SLC 6046

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. B
Page Two

Folsam International Ins. Co. (UK) Ltd.	2.02% Part of 100%	454.50
British National Insurance Co. Ltd.	4.48% Part of 100%	1,008.00
Yasuda Fire & Marine Ins. Co. (U.K) Ltd.	1.79% Part of 100%	402.75
Compagnie D'Assurances Maritimes Aerjenes et Terrestres	2.55% Part of 100%	805.50
Per Camomile Underwriting Agencies Ltd.	7.86%	<u>\$ 17,068.50</u>

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 7, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By

Donald J. Kretsch

ENDORSEMENT

Attaching to and forming part of Policy/Certificate No. ~~SLG 4046~~ 1004073

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982 10-1-82 Endorsement No. A

It is hereby understood and agreed effective inception that the Named Insured is as follows:

Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees of similar body and exercises direct, complete and active control over the finances, properties, operations and activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 6, 1982

15 R.S.
ARTHUR J. GALLAGHER & CO. (ILLINOIS)

10-13-83
By Donald J. Krutets

SERVICE OF SUIT CLAUSE (U.S.A.)

(Approved by Lloyd's Underwriters' Pool and Non-Market Association.)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured), will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that service of process in such suit may be made upon

Lord, Bissell & Brook, 115 S LaSalle St Chicago, IL 60603
or Mendes & Mount, 3 Park Avenue, New York, NY 10016

that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Court in the event of an appeal.

The above-named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and/or upon the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

N.M.A. 772

BALON REINSURANCE COMPANY

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association).

For attachment (in addition to the appropriate Nuclear Incident Exclusion Clause—Liability—Direct) to liability insurances affording worldwide coverage.

In relation to liability arising outside the U.S.A., its Territories or Possessions, Puerto Rico or the Canal Zone, this Policy does not cover any liability of whatsoever nature directly or indirectly caused by or contributed to by or arising from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel.

13/2/64
N.M.A. 1477

Shaw Printing Company

USA

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)
(Approved by Lloyd's Underwriters' Fire and Non-Marine Association)

For attachment to insurances of the following classifications in the U. S. A., its Territories and Possessions, Puerto Rico and the Canal Zone—

Owners, Landlords and Tenants Liability, Contractual Liability, Elevator Liability, Owners or Contractors (including railroad) Professional Liability, Manufacturers and Contractors Liability, Product Liability, Professional and Malpractice Liability, Storekeepers Liability, Garage Liability, Automobile Liability (including Motor Vehicle or Garage Liability).

not being insurances of the classifications in which the Nuclear Incident Exclusion Clause—Liability—Direct (Limited) applies

This policy

does not apply:—

- I. Under any Liability Coverage, to injury, sickness, disease, death or destruction
 - (a) with respect to which an insured under the policy is also an insured under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters or Nuclear Insurance Association of Canada, or would be an insured under any such policy but for its termination upon exhaustion of its limit of liability; or
 - (b) resulting from the hazardous properties of nuclear material and with respect to which (1) any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or (2) the insured is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under an agreement entered into by the United States of America, or any agency thereof, with any person or organization.
- II. Under any Medical Payments Coverage, or under any Supplementary Payments Provision relating to immediate medical or surgical costs, to expenses incurred with respect to injury, sickness, disease or death resulting from the hazardous properties of nuclear material, and arising out of the operation of a nuclear facility by any person or organization.
- III. Under any Liability Coverage, to injury, sickness, disease, death or destruction resulting from the hazardous properties of nuclear material, if
 - (a) the nuclear material (1) is at any nuclear facility owned by, or operated by or on behalf of, an insured or (2) has been damaged or destroyed therefrom;
 - (b) the nuclear material is contained in spent fuel or waste of any type possessed, handled, used, processed, stored, transported or disposed of by or on behalf of an insured; or
 - (c) the injury, sickness, disease, death or destruction arises out of the furnishing by an insured of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, but if such facility is located within the United States of America, its territories or possessions or Canada, this exclusion (c) applies only to injury to or destruction of property at such nuclear facility.
- IV. As used in this endorsement:

"hazardous property" means: "radioactive waste or explosive properties; 'special nuclear material' means: 'any material, special nuclear material or byproduct material, source material, or special nuclear material', and 'source material' have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof; 'spent fuel' means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor; 'waste' means any waste material, (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof; 'nuclear facility' means

 - (a) any nuclear reactor,
 - (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
 - (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
 - (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; 'nuclear reactor' means any apparatus designed or used to sustain nuclear fission in a self-sustaining chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word 'injury' or 'destruction' includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause is subject to the terms, conditions, limitations and exclusions of the Policy to which it is attached.

(Note:—As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.)

EXCESS BROAD FORM LIABILITY

INSURING AGREEMENTS

1. Coverage

In consideration of the payment of the premium stated herein and subject to the limitations, definitions, terms and conditions hereinafter mentioned, Underwriters hereby agree with the Assured named in the Declarations made a part hereof to indemnify the Assured for all sums which the Assured shall be legally obligated to pay by reason of the liability caused by or arising out of only such hazards covered by and as more fully defined in the policy/ies of the "Primary and Underlying Excess Insurers" and issued by the Primary and Underlying Excess Insurers stated in Item 4 of the Declarations occurring during the period of this policy.

2. Limits of Liability

Provided always that:

- (a) Liability attaches to the Underwriters only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as set forth in Item 5 of the Declarations and designated "Primary and Underlying Excess Limit(s)" and then the limits of the Underwriters' liability shall be those set forth in Item 6 of the Declarations under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss the Excess of the Limit(s) under the policy/ies of the Primary and Underlying Excess Insurers as set forth in Item 5 of the Declarations up to the full amount of such Excess Limits(s).
- (b) Liability for any one or any combination of the hazards insured hereunder as provided for in the Primary and Underlying Excess Insurers policy/ies is subject separately to the limit "each occurrence" as stated in the Declarations, but this limit shall not be exceeded in any one policy year with regard to any hazard(s) insured with an aggregate limit under the policy/ies of the Primary and Underlying Excess Insurers.
- (c) For the purpose of determining the limit of the Underwriters' liability, all Personal Injury and Property Damage arising out of either
 - (i) an accident or series of accidents arising out of one event, or
 - (ii) a continuous or repeated exposure to substantially the same general conditions,shall be considered as arising out of one occurrence.
- (d) The inclusion of more than one entity as the named Assured, or the inclusion of any additional Assureds under this Policy, shall not in any way operate to increase the Underwriters' limits of liability beyond those provided in Item 6 of the Declarations.

DEFINITIONS

3. (a) **Occurrence**

The word "occurrence" means an accident, including injurious exposure to conditions, which results during the Policy year in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Assured.

(b) **Ultimate Net Loss**

The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Assured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy/ies of the Primary and Underlying Excess Insurers, and shall include all expenses and costs.

(c) **Policy Year**

The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named in the Declarations.

CONDITIONS

4. (a) **Application of Recoveries**

All recoveries, salvages or payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Insurance shall be construed to mean that losses under this Insurance are not payable until the Assured's ultimate net loss has been finally ascertained.

(b) **Attachment of Liability**

Liability to pay under this Policy shall not attach unless and until the Primary and Underlying Excess Insurers shall have admitted liability for the Primary and Underlying Excess Limit(s) or unless and until the Assured has by final judgment been adjudged to pay an amount which exceeds such Primary and Underlying Excess Limit(s) and then only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of the Primary and Underlying Excess Limit(s).

(c) **Maintenance of Primary Insurance**

It is a condition of this Policy that the policy/ies of the Primary and Underlying Excess Insurers shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences during the policy year.

In respect of the hazards covered by the Primary and Underlying Excess Insurers this Policy is subject to the same warranties, terms, definitions, conditions and exclusions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, (AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the policy/ies of the Primary Insurers prior to the happening of an occurrence for which claim is made hereunder and should any alteration be made in the premium for the policy/ies of the Primary Insurers during the currency of this Policy, then the premium hereon shall be adjusted accordingly.

(d) Subrogation

Inasmuch as this Policy is "excess coverage" the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interest (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

(e) Commutation Clause - (to apply to Workmen's Compensation and/or Employers Liability or Occupational Disease and then only when these perils are covered by the Primary Insurers)

Not later than twenty-four months from the expiry date of this policy, the Assured shall advise the Underwriters of all claims not finally settled which are likely to result in claims under this Policy. The Underwriters may then or at any time thereafter intimate to the Assured their desire to be released from liability in respect of any one or more of such claims. In such event, the Assured and the Underwriters shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalise such claim or claims and the payment by the Underwriters of their portion of the amount so ascertained to be the capitalised value of such claim or claims and the payment by the Underwriters of their portion of the amount so ascertained to be the capitalised value of such claim or claims shall constitute a complete and final release of Underwriters, provided however that such payment shall not constitute a full and final release of Underwriters' liability if subsequent to such payment any supplemental award is made increasing the claim(s); said additional claim(s) may then be recommuted at Underwriter's option and Underwriters may discharge any additional liability by another payment.

(f) Cancellation

This Policy may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided sixty (60) days notice in writing be given.

If this Policy shall be cancelled by the Assured, the Underwriters shall retain the earned premium hereon for the period that this Policy has been in force or the short rate proportion of the Minimum Premium, calculated in accordance with the customary scale, whichever is the greater.

If this Policy shall be cancelled by the Underwriters they shall retain the earned premium hereon for the period that this Policy has been in force or pro-rata of the Minimum Premium, whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

If the period of limitation relating to the giving of such notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(g) Notification of Claims

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in the Declarations. Claims shall not be prejudiced if the Assured, through clerical oversight or error, fails to notify the above person(s) or firm of any such occurrence.

(h) Fraudulent Claims

If the Assured shall make any claim knowing the same to be fake or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

DECLARATIONS

Item

1. **Named Assured:** The Diocese of Rockville Center, as more fully set forth in Endorsement No. 2 attached.
2. **Address of Assured:** 50 North Park Avenue
Rockville Center
New York, NY 11570
3. **Period:** ⁹⁻¹⁻⁸² ~~October 1, 1982~~ to ⁹⁻¹⁻⁸⁴ ~~October 1, 1983~~
(Both days at 12:01 A.M. Local Standard Time)
4. a) **Primary Insurers:**
 - (i) Certain Underwriters at Lloyd's London and various Insurance Companies
 - (ii) Fireman's Fund Insurance Company
b) **Underlying Excess Insurers:**
 - (i) Interstate Fire & Casualty Company
 - (ii) Certain Underwriters at Lloyd's London and various Insurance Companies
See Page 6 for Heliport Liability
5. **Primary and Underlying Excess Limit(s):** U.S. \$25,000,000 (See Page 6 for Heliport Liability)
6. **Excess Limit(s):** U.S. \$25,000,000
7. **Notification of Claims To:** Gallagher Bassett of New York, Inc.
100 Ring Road West
Garden City, New York 11530
8. **Identification Details and Limits Carried Under Item 4 Above:**

Policy No(s)

Limit(s)

4(a) (i) SL 4063/
SLC 6043

\$100,000 any one occurrence Combined Single Limit EXCESS OF
\$100,000 Combined Single Limit Self-Insured Retention.

(ii) XLX-1437075

\$50,000 any one occurrence Workers' Compensation Act Liability EXCESS OF
\$100,000 any one occurrence Self-Insured Retention.

Declarations
(continued)

4(b) (i) 83-0169764

Difference between (a) (i) & (ii) above and
\$5,000,000 any one occurrence Combined
Single Limit.

(ii) SL 4065/ISL 3128/
SLC 6046/CO 4082

\$20,000,000 any one occurrence Combined
Single Limit EXCESS OF 4(a)* and 4(b) (i)
above.

*(i) & (ii)

ATTACHING TO AND FORMING PART OF COVER NOTE NO. SL 4066, 311-1

DATED: December 7, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By

Daniel J. Kretsch

**HELIPORT LIABILITY
DECLARATIONS**

Item

1. **Named Assured:** The Diocese of Rockville Center, as more fully set forth in Endorsement No. 2 attached.
2. **Address of Assured:** 50 North Park Avenue
Rockville Center
New York, NY 11570
3. **Period:** ⁹⁻¹⁻⁸³ ~~October 1, 1982~~ to ⁹⁻¹⁻⁸⁴ ~~October 1, 1983~~
(Both days at 12:01 A.M. Local Standard Time)
4. a) **Primary Insurers:** United States Aviation Underwriters, Inc.
b) **Underlying Excess Insurers:** (i) The Insurance Company of the State of Pennsylvania (Southeastern Aviation, Inc.)
(ii) Certain Underwriters a. Lloyd's London and various Insurance Companies
5. **Primary and Underlying Excess Limit(s):** U.S. \$30,000,000
6. **Excess Limit(s):** U.S. \$25,000,000
7. **Notification of Claims To:** Gallagher Bassett of New York, Inc.
100 Ring Road, West
Garden City, New York 11530
8. **Identification Details and Limits Carried Under Item 4 Above:**

Policy No(s)		Limit(s)
4(a)	LG 18076	\$1,000,000 any one occurrence and aggregate
4(b)(i)	AX634-9967 Good Samaritan Hospital Heliport	\$9,000,000 any one occurrence and aggregate EXCESS of 4(a)
4(b)(i)	AX634-9952 St. Francis Hospital Heliport	\$9,000,000 any one occurrence and aggregate EXCESS of 4(a).

**Heliport Liability
Declarations**

4(b)(i)	AX634-9953 St. Charles Hospital Heliport	\$9,000,000 any one occurrence and aggregate EXCESS of 4(a).
4(b)(ii)	SL 4065/SLC 6045 ISL 3125/IC04082	\$20,000,000 any one occurrence Combined Single Limit EXCESS of 4(a) and 4(b)(i) and (ii).

ATTACHING TO AND FORMING PART OF COVER NOTE NO. ~~SL 4065~~ 3114

DATED: December 7, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS) SRS

By Donald J. Kretz

GALLAGHER, HINTON & VEREKER LIMITED

INTERNATIONAL INSURANCE BROKERS
and at Lloyd's

D. W. L. M. VEREKER, (Managing Director)
XXXXXXXXXX

J. P. GALLAGHER, (USA)
R. E. GALLAGHER, (USA)
G. D. S. JONES
R. B. OWLES
J. J. SHAW
J. O. STREET

110 FENCHURCH STREET
LONDON, EC3M 5JJ

Telephone: 01-481 2222

Cables & Telegrams:
GALVER G, LONDON

Telex: 8951506

Registered No. 1193013 England

Arthur J. Gallagher & Co.,
4605 Lankershim Boulevard,
North Hollywood,
California 91602,
U.S.A.

Date: 14th November, 1983

Your Ref.

Our Ref. JKB/sjm

ADDENDUM NO: 2 to
COVER NOTE No. GHV 051/2082

We confirm that we have effected the following insurance in accordance with your instructions:

ASSURED: DIOCESE OF ROCKVILLE CENTRE

PERIOD: 12 months effective at 1st October, 1982

It is hereby noted and agreed effective 1st September, 1983 this policy is cancelled in its entirety.

In consequence of the above there is a return premium due of \$1,845.00.

Information: Policy cancelled and rewritten at 1st September, 1983.

RECEIVED
NOV 28 1983
1983

c.c. ISRS Chicago

GALLAGHER, HINTON & VEREKER LIMITED**INTERNATIONAL INSURANCE BROKERS**
and at Lloyd's**D. W. L. M. VEREKER, (Managing Director)****D. J. M. ARNOLD****J. P. GALLAGHER, (U.S.A.)****R. E. GALLAGHER, (U.S.A.)****G. D. S. JONES****R. B. OWLES****J. J. SHAW****J. O. STREET****International Special Risks Services Inc.,**
10 Gould Center,
Rolling Meadows,
Illinois 60008
USA**110 FENCHURCH STREET**
LONDON, EC3M 5JJ

Telephone: 01-481 2222

Cables & Telegrams:
GALVER G, LONDON

Telex: 8951306

Registered No. 1193813 England

Date 7th June, 1983

Your Ref.

Our Ref.

Addendum No.1 to
GHV 051/2082
COVER NOTE No.

We confirm that we have effected the following insurance in accordance with your instructions:

ASSURED: Bishop John McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ruan and Auxiliary Bishop James J. Daly comprising of Roman Catholic Diocese of Rockville Centre, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees or similar body and exercises direct, complete and active control over the finances, properties, operations and activities.
50 North Park Avenue,
Rockville Centre,
New York 11570.

PERIOD: 12 months effective 1st October, 1982

It is hereby noted and agreed that effective 1st October, 1982 the Security is amended to read:

SECURITY: 24.14% Part of 100.00% Lloyd's Underwriters

7.68%	989	0.69%	279	1.47%	650	3.58%	918	3.57%	210%
2.68%	553	0.44%	109	0.9%	342	0.89%	921	1.43%	694
0.36%	694	0.45%	56						

Subject otherwise to all terms, clauses and conditions as heretofore.

RECEIVED**JUN 13 1983****ISRS**

Subject to full terms and conditions of policy or treaty wording to be issued subsequently.

GALLAGHER, HINTON & VEREKER LIMITED

INTERNATIONAL INSURANCE BROKERS
and at Lloyd's

W. L. M. VEREKER, (Managing Director)
D. J. M. ARNOLD
J. P. GALLAGHER, (U.S.A.)
R. E. GALLAGHER, (U.S.A.)
G. D. S. JONES
R. B. OWLES
J. J. SHAW
J. O. STREET

110 FENCHURCH STREET
LONDON, EC3M 5JJ

Telephone: 01-481 2212

Cables & Telegrams:
GALVER O, LONDON

Telex: 8951906
Registered No. 1193013 England

International Special Risks Services Inc.,
10 Gould Center,
Rolling Meadows,
Illinois 60008
USA

Date 7th June, 1983

Your Ref.

Our Ref.

Addendum No. 1 to
COVER NOTE No. CHV 051/2082

We confirm that we have effected the following insurance in accordance with your instructions:

ASSURED: Bishop John McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ruan and Auxiliary Bishop James J. Daly comprising of Roman Catholic Diocese of Rockville Centre, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees or similar body and exercises direct, complete and active control over the finances, properties, operations and activities.
50 North Park Avenue,
Rockville Centre,
New York 11570.

PERIOD: 12 months effective 1st October, 1982

It is hereby noted and agreed that effective 1st October, 1982 the Security is amended to read:

SECURITY: 19.77% Part of 100.00% ((12.50% Sovereign Marine & General Ins. Co. Ltd
((37.50% The Tokio Marine & Fire Ins Co. (UK) Ltd
(50%(25.00% Taisho Marine & Fire Ins. Co. (UK) Ltd.
((15.00% Allianz International Ins. Co. Ltd.
((10.00% Storebrand Ins. Co. (UK) Ltd.
(50% Sovereign Marine & General Ins. Co. Ltd. 'C' Account
Per Willis Faber (Underwriting Management)
Ltd.

RECEIVED

JUN 13 1983

ISRS

Page 2
Cont'd

Addendum No.1 to
Covernote No: GHV 051/2082

7th June, 1983

SECURITY: 3.95% Part of 100.00% Sovereign H.D.N. A/C
Cont'd Per Willis Faber (Underwriting Management)
Ltd.,

7.91% Part of 100.00% Dominion Ins. Co. Ltd
13.42% Part of 100.00% St. Katherine Insurance Company Ltd.
6.71% Part of 100.00% CNA Reinsurance of London Ltd.,
7.91% Part of 100.00% Stronghold Ins. Co. Ltd
3.95% Part of 100.00% Turegum Ins. Co.
2.02% Part of 100.00% Folksam International Ins. Co. (UK) Ltd.,
4.48% Part of 100.00% British National Insurance Co. Ltd
1.79% Part of 100.00% Yasuda Fire & Marine Ins. Co. (UK) Ltd.
3.95% Part of 100.00% Compagnie D'Assurance Maritimes Aeriennes
et Terrestres
Per Comomile Underwriting Agencies Ltd.

Subject otherwise to all terms, clauses and conditions as heretofore.

RECEIVED
JUN 13 1983
ICRS

GALLAGHER, HINTON & VEREKE LIMITED

INTERNATIONAL INSURANCE BROKERS
and at Lloyd's

D. W. L. M. VEREKE, (Managing Director)
D. J. M. ARNOLD
J. P. GALLAGHER, (U.S.A.)
R. E. GALLAGHER, (U.S.A.)
G. D. E. JONES
R. B. OWLES
J. J. SHAW
J. O. STREET

Arthur J. Gallagher & Co.,
10 Gould Center,
Golf Road,
Rolling Meadows,
Illinois 60008,
U.S.A.

110 FENCHURCH STREET
LONDON, EC3M 5JJ

Telephone: 01-481 2222

Cables & Telegrams:
GALVER G, LONDON

Telex: 8951506

Registered No. 1193043 England

7th October, 1982

Date

Your Ref.

Our Ref.

COVER NOTE No. GHV051/2082

We confirm that we have effected the following insurance in accordance with your instructions:

TYPE: EXCESS BROADFORM LIABILITY INCLUDING HELIPORT LIABILITY.

FORM: Excess 'Bishops' wording as agreed.

ASSURED: Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of Roman Catholic Diocese of Rockville Centre, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees or similar body and exercises direct, complete and active control over the finances, properties, operations and activities
50 North Park Avenue,
Rockville Centre,
New York 11570.

PERIOD: 12 months effective 1st October, 1982.

INTEREST: Legal Liability in respect of the Assured's operations as more fully defined in primary.

SUM INSURED: \$25,000,000 any one occurrence.

EXCESS OF:

(A) \$25,000,000 any one occurrence.

OR

(B) \$30,000,000 any one occurrence in respect of heliport liability.

SITUATION: Worldwide.

CONDITIONS: 60 Days Cancellation Clause.

Aggregate Limits as underlying.

Retro- date in respect of Errors and Omissions 1st October, 1976.

Page No. 2 of Covernote No: GHV 051/2082, dated 7th October, 1982.

PREMIUM: \$22,500.

INFORMATION: Underlying excludes Hospital Malpractice.

SECURITY:

24.14% Part of 100.00%

Lloyd's Underwriters

7.68%	989	0.69%	279
2.68%	553	0.44%	109
0.36%	694	0.45%	56

1.47%	650	3.58%	918
0.9%	342	0.89%	921

3.57%	210
1.43%	694

GALLAGHER HINTON & VEREKER LIMITED

INTERNATIONAL INSURANCE BROKERS
and at Lloyd's

D. W. L. M. VEREKER, (Managing Director)
D. J. M. ARNOLD
J. P. GALLAGHER, (U.S.A.)
R. E. GALLAGHER, (U.S.A.)
O. D. S. JONES
R. B. OWLES
J. J. SHAW
J. O. STREET

110 FENCHURCH STREET
LONDON, EC3M 5JJ

Telephone: 01-481 2222

Cables & Telegrams:
GALVER G, LONDON

Telex: 8951506
Registered No. 1193013 England

7th October, 1982

Date

Your Ref.

Our Ref.

Arthur J. Gallagher & Co.,
10 Gould Center,
Golf Road,
Rolling Meadows,
Illinois 60008,
U.S.A.

COVER NOTE No. GHY051/2082

We confirm that we have effected the following insurance in accordance with your instructions:

TYPE: EXCESS BROADFORM LIABILITY INCLUDING HELIPORT LIABILITY.

FORM: Excess 'Bishops' wording as agreed.

ASSURED: Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of Roman Catholic Diocese of Rockville Centre, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees or similar body and exercises direct, complete and active control over the finances, properties, operations and activities
50 North Park Avenue,
Rockville Centre,
New York 11570.

PERIOD: 12 months effective 1st October, 1982.

INTEREST: Legal Liability in respect of the Assured's operations as more fully defined in primary.

SUM INSURED: \$25,000,000 any one occurrence.

EXCESS OF:

(A) \$25,000,000 any one occurrence.

OR

(B) \$30,000,000 any one occurrence in respect of heliport liability.

SITUATION: Worldwide.

CONDITIONS: 60 Days Cancellation Clause.

Aggregate Limits as underlying.

Retro- date in respect of Errors and Omissions 1st October, 1976.

Page No. of Covernote No. GHV 051/2082, dated 7th October, 1982.

PREMIUM: \$22,500.

INFORMATION: Underlying excludes Hospital Malpractice.

SECURITY: 17.90% Part of 100.00%

(12.50% Sovereign Marine & General Ins.
Co. Ltd.
(37.50% The Tokio Marine & Fire Ins.
Co. (U.K.) Ltd.
(50% (25.00% Taisho Marine & Fire Ins. Co.
(U.K.) Ltd.
(15.00% Allianz International Ins. Co.
Ltd.
(10.00% Storebrand Ins. Co. (U.K.) Ltd.
(50% Sovereign Marine & General Ins. Co.
Ltd. 'C' Account.
Per Willis Faber (Underwriting Management)
Ltd.

3.58% Part of 100.00%

Sovereign H.D.N. A/C.
Per Willis Faber (Underwriting Management)
Ltd.,

7.16% Part of 100.00%

Dominion Ins. Co. Ltd.,

13.42% Part of 100.00%

St. Katherine Insurance Company Ltd.,

6.71% Part of 100.00%

CNA Reinsurance of London Ltd.,

7.16% Part of 100.00%

Stronghold Ins. Co. Ltd.,

4.48% Part of 100.00%

Ancon Ins. Co. (UK) Ltd.,

3.58% Part of 100.00%

Turegum Ins. Co.

2.02% Part of 100.00%

Folksam International Ins. Co. (UK) Ltd.,

4.48% Part of 100.00%

British National Insurance Co. Ltd.

1.79% Part of 100.00%

Yasuda Fire & Marine Ins. Co. (U.K.) Ltd.

3.58% Part of 100.00%

Compagnie D'Assurances Maritimes Aeriennes
et Terrestres
Per Camomile Underwriting Agencies Ltd.



Lloyd's Policy 428.83

Whereas the Assured named in the Schedule herein has paid the premium specified in the Schedule to the Underwriting Members of Lloyd's who have hereunto subscribed their Names (hereinafter called 'the Underwriters').

Now We the Underwriters hereby agree to insure against loss, damage or liability to the extent and in the manner hereinafter provided...

If the Assured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

Now know Ye that We the Underwriters, Members of the Syndicates whose definitive numbers in the after-mentioned List of Underwriting Members of Lloyd's are set out in the attached Table, hereby bind ourselves each for his own part and not one for another, our Heirs, Executors and Administrators and in respect of his due proportion only, to pay or make good to the Assured or to the Assured's Executors or Administrators or to indemnify him or them against all such loss, damage or liability as herein provided, after such loss, damage or liability is proved and the due proportion for which each of Us, the Underwriters, is liable shall be ascertained by reference to his share, as shown in the said List, of the Amount, Percentage or Proportion of the total sum insured hereunder which is in the Table set opposite the definitive number of the Syndicate of which such Underwriter is a Member AND FURTHER THAT the List of Underwriting Members of Lloyd's referred to above shows their respective Syndicates and Shares therein, is deemed to be incorporated in and to form part of this Policy, bears the number specified in the attached Table and is available for inspection at Lloyd's Policy Signing Office by the Assured or his or their representatives and a true copy of the material parts of the said List certified by the General Manager of Lloyd's Policy Signing Office will be furnished to the Assured on application.

In Witness whereof the General Manager of Lloyd's Policy Signing Office has subscribed his Name on behalf of each of Us.

L. E. G. G. G.

LLOYD'S POLICY SIGNING OFFICE,
General Manager



The Assured is requested to read this Policy and, if it is incorrect, return it immediately for alteration.

In all communications the Policy Number appearing in line one of the Schedule should be quoted.

In the event of any occurrence likely to result in a claim under this Policy, immediate notice should be given to: GALLAGHER, HINTON & VEREKER LTD.

U.S.A.

NUCLEAR INCIDENT EXCLUSION CLAUSE—LIABILITY—DIRECT (BROAD)
(Approved by Lloyd's Underwriters' Non-Marine Association)

U.S.A.

RADIOACTIVE CONTAMINATION EXCLUSION CLAUSE—LIABILITY—DIRECT
(Approved by Lloyd's Underwriters' Non-Marine Association)

SERVICE OF SUIT CLAUSE (U.S.A.)

(Approved by Lloyd's Underwriters' Non-Marine Association)

It is agreed that in the event of the failure of Underwriters hereon to pay any amount claimed to be due hereunder, Underwriters hereon, at the request of the insured (or reinsured) will submit to the jurisdiction of any Court of competent jurisdiction within the United States and will comply with all requirements necessary to give such Court jurisdiction and all matters arising hereunder shall be determined in accordance with the law and practice of such Court.

It is further agreed that all process in such suit may be made upon

Lord, Bissell & Brook, 115 South LaSalle Street,
Chicago, Illinois 60603

and that in any suit instituted against any one of them upon this contract, Underwriters will abide by the final decision of such Court or of any Appellate Courts in the event of an appeal.

The above named are authorized and directed to accept service of process on behalf of Underwriters in any such suit and, on the request of the insured (or reinsured) to give a written undertaking to the insured (or reinsured) that they will enter a general appearance upon Underwriters' behalf in the event such a suit shall be instituted.

Further, pursuant to any statute of any state, territory or district of the United States which makes provision therefor, Underwriters hereon hereby designate the Superintendent, Commissioner or Director of Insurance or other officer specified for that purpose in the statute, or his successor or successors in office, as their true and lawful attorney upon whom may be served any lawful process in any action, suit or proceeding instituted by or on behalf of the insured (or reinsured) or any beneficiary hereunder arising out of this contract of insurance (or reinsurance), and hereby designate the above-named as the person to whom the said officer is authorized to mail such process or a true copy thereof.

22 5 52

N.M.A. 772

Source material, special nuclear material or byproduct material have the meanings given them in the Atomic Energy Act 1954 or in any law amendatory thereof. "spent fuel" means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor. "waste" means any waste material (1) containing byproduct material and (2) resulting from the operation by any person or organization of any nuclear facility included within the definition of nuclear facility under paragraph (a) or (b) thereof.

"nuclear facility" means

- (a) any nuclear reactor,
- (b) any equipment or device designed or used for (1) separating the isotopes of uranium or plutonium, (2) processing or utilizing spent fuel, or (3) handling, processing or packaging waste,
- (c) any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the insured at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235,
- (d) any structure, basin, excavation, premises or place prepared or used for the storage or disposal of waste,

and includes the site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations; "nuclear reactor" means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material. With respect to injury to or destruction of property, the word "injury" or "destruction" includes all forms of radioactive contamination of property.

It is understood and agreed that, except as specifically provided in the foregoing to the contrary, this clause, subject to the terms, exclusions, conditions and limitations of the Policy to which it is attached.

*NOTE — As respects policies which afford liability coverages and other forms of coverage in addition, the words underlined should be amended to designate the liability coverage to which this clause is to apply.

Schedule

Policy or Certificate No. GHV 051 / 2082 Contract No. (if any)

The name and address of the Assured

Roman Catholic Diocese of Rockville Centre, etal
(as more fully described in Endorsement No. 2)
50 North Park Avenue,
Rockville Centre,
New York NY 11570.

The risk and sum insured hereunder

EXCESS BROADFORM LIABILITY INCLUDING HELIPORT LIABILITY.

This insurance being for 24.14% part of 100.00% covers its pro rata proportion of the risks and liability more particularly described in the attached wording, which is hereby declared to be incorporated in and to form part of this policy, and the percentages signed hereon are percentages of 100.00% and not of 24.14%

The Premium US\$5,431.50 part of US\$22,500.00

The period of Insurance from 1st October 1982 to 1st October 1983
both days inclusive, and for such further period or periods as may be mutually agreed upon
12.01 a.m. Local Standard Time.

Dated in LONDON

the 22nd February 1983

J or J(A) (Schedule) NMA 2003 for attachment to NMA 2001, NMA 2002, NMA 2004 or NMA 2005

In the name of: Roman Catholic Diocese of Rockville Centre, etal

Endorsement No. 3

8. IDENTIFICATION DETAILS AND LIMITS
CARRIED UNDER ITEM 4 ABOVE:

POLICY NO(S)

LIMIT(S)

4 (a) (i) 051/182

US\$100,000 any one occurrence Combined
Single Limit EXCESS of US\$100,000 any
one occurrence Combined Single Limit
Self-Insured Retention.

(ii) XLX-1437075

US\$50,000 any one occurrence Worker's
Compensation Act Liability EXCESS of
~~US\$100,000~~ any one occurrence Self-
Insured Retention.

(iii) LG 18076

US\$1,000,000 any one occurrence and
aggregate.

4 (b) (i) 83-0169764

Difference between (a) (i) and (ii)
above and US\$5,000,000 any one occurrence
Combined Single Limit.

(ii) GHV 051/1982

US\$20,000,000 any one occurrence Combined
Single Limit EXCESS of 4 (a) (i) and (ii)
and 4 (b) (i) above.

(iii) AX634-9967
Good Samaritan
Hospital Heliport.

US\$9,000,000 any one occurrence and
aggregate EXCESS of 4 (a) (iii) and (b) (ii).

(iii) AX634-9952
St. Francis
Hospital Heliport.

US\$9,000,000 any one occurrence and
aggregate EXCESS of 4 (a) (iii) and (b) (ii).

(iii) AX634-9953
St. Charles
Hospital Heliport.

US\$9,000,000 any one occurrence and
aggregate EXCESS of 4 (a) (iii) and (b) (ii).

ENDORSEMENT

Attaching to and forming part of Policy NO GHV 051/2082

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. 2

It is hereby understood and agreed effective inception that the Named Insured is as follows:

Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxilliary Bishop James J. Daly comprising of ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees of similar body and exercises direct, complete and active control over the finances, properties, operations and activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 6, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By Donald J. Illicit

ENDORSEMENT

Attaching to and forming part of Policy NO: GHV 051/2082

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. 1

ERRORS AND OMISSIONS

It is hereby understood and agreed that insofar as Errors and Omissions coverage is afforded to the Assured in the Primary and Underlying Excess Insurers policy/ies this Policy is extended to indemnify the Assured (as hereinafter defined) against any claim or claims made against them individually or collectively during the period of this Insurance, by reason of a wrongful act, error or omission, whenever or wherever committed or alleged to have been committed while acting in their capacity as trustee, director or council member in a diocesan connected entity.

IT IS FURTHER AGREED:

- (1) There shall be no liability hereunder for any claim made against the Assured for wrongful act, error or omission committed or alleged to have been committed prior to October 1, 1976 (hereinafter referred to as the "Retroactive Date").
- (2) In the event of non-renewal or termination of this Insurance, then the Insurance shall extend to apply to claims made against the Assured during the twelve (12) calendar months following immediately upon such expiration or termination, but only for wrongful act, error or omission, committed or alleged to have been committed between the Retroactive Date and such expiration or termination.

The term Assured as used herein shall mean the Named Assured and all persons who were, now are or shall be appointed or elected trustee, director or council member in any parishes, schools, cemeteries, and other agencies or directly connected organizations of the Diocese.

Underwriters shall not be liable to make payment for loss in connection with any claim made against the Assured if a judgment or final adjudication in any action brought against the Assured shall be based on a determination that acts of fraud or dishonesty were committed by the Assured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 6, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By Donald J. Krutts

INSURING AGREEMENTS

1. COVERAGE -

In consideration of the payment of the premium stated herein and subject to the limitations, definitions, terms and conditions hereinafter mentioned, Underwriters hereby agree with the Assured named in the Declarations made a part hereof to indemnify the Assured for all sums which the Assured shall be legally obligated to pay by reason of the liability caused by or arising out of only such hazards covered by and as more fully defined in the policy/ies of the "Primary and Underlying Excess Insurers" and issued by the Primary and Underlying Excess Insurers stated in Item 4 of the Declarations occurring during the period of this policy.

2. LIMITS OF LIABILITY -

Provided always that:

- (a) Liability attaches to the Underwriters only after the Primary and Underlying Excess Insurers have paid or have been held liable to pay the full amount of their respective ultimate net loss liability as set forth in Item 5 of the Declarations and designated "Primary and Underlying Excess Limits(s)" and then the limits of the Underwriters' liability shall be those set forth in Item 6 of the Declarations under the designation "Excess Limit(s)" and the Underwriters shall be liable to pay the ultimate net loss the Excess of the Limit(s) under the policy/ies of the Primary and Underlying Excess Insurers as set forth in Item 5 of the Declarations up to the full amount of such Excess Limit(s).
- (b) Liability for any one or any combination of the hazards insured hereunder as provided for in the Primary and Underlying Excess Insurers policy/ies is subject separately to the limit "each occurrence" as stated in the Declarations, but this limit shall not be exceeded in any one policy year with regard to any hazard(s) insured with an aggregate limit under the policy/ies of the Primary and Underlying Excess Insurers.

- (c) For the purpose of determining the limit of the Underwriters' liability, all Personal Injury and Property Damage arising out of either
- (i) an accident or series of accidents arising out of one event, or
 - (ii) a continuous or repeated exposure to substantially the same general conditions,

shall be considered as arising out of one occurrence.

- (d) The inclusion of more than one entity as the named Assured, or the inclusion of any additional Assureds under this Policy, shall not in any way operate to increase the Underwriters' limits of liability beyond those provided in Item 6 of the Declarations.

DEFINITIONS

3. (a) Occurrence -

The word "occurrence" means an accident, including injurious exposure to conditions, which results during the Policy year in Personal Injury or Property Damage neither expected nor intended from the standpoint of the Assured.

(b) Ultimate Net Loss -

The words "ultimate net loss" shall be understood to mean the amount payable in settlement of the liability of the Assured after making deductions for all recoveries and for other valid and collectible insurances, excepting however the policy/ies of the Primary and Underlying Excess Insurers, and shall include all expenses and costs.

(c) Policy Year -

The words "policy year" shall be understood to mean a period of one calendar year commencing each year on the day and hour first named in the Declarations.

CONDITIONS

4. (a) Application of Recoveries -

All recoveries, salvages or payments recovered or received subsequent to a loss settlement under this Insurance shall be applied as if recovered or received prior to such settlement and all necessary adjustments shall then be made between the Assured and the Underwriters, provided always that nothing in this Insurance shall be construed to mean that losses under this Insurance are not payable until the Assured's ultimate net loss has been finally ascertained.

(b) Attachment of Liability -

Liability to pay under this Policy shall not attach unless and until the Primary and Underlying Excess Insurers shall have admitted liability for the Primary and Underlying Excess Limit(s) or unless and until the Assured has by final judgment been adjudged to pay the full amount of the Primary and Underlying Excess Limit(s).

(c) Maintenance of Primary Insurance -

It is a condition of this Policy that the policy/ies of the Primary and Underlying Excess Insurers shall be maintained in full effect during the currency of this Policy except for any reduction of the aggregate limits contained therein solely by payment of claims in respect of occurrences during the policy year.

In respect of the hazards covered by the Primary and Underlying Excess Insurers this Policy is subject to the same warranties, terms, definitions, conditions and exclusions (except as regards the premium, the obligation to investigate and defend, the renewal agreement (if any), the amount and limits of liability other than the deductible or self-insurance provision where applicable, AND EXCEPT AS OTHERWISE PROVIDED HEREIN) as are contained in or as may be added to the policy/ies of the Primary Insurers prior to the happening of an occurrence for which claim is made hereunder and should any alteration be made in the premium for the policy/ies of the Primary Insurers during the currency of this Policy, then the premium hereon shall be adjusted accordingly.

(d) Subrogation -

Inasmuch as this Policy is "excess coverage" the Assured's right of recovery against any person or other entity cannot be exclusively subrogated to the Underwriters. It is, therefore, understood and agreed that in case of any payment hereunder, the Underwriters will act in concert with all other interests (including the Assured) concerned, in the exercise of such rights of recovery. The apportioning of any amounts which may be so recovered shall follow the principle that any interests (including the Assured) that shall have paid an amount over and above any payment hereunder, shall first be reimbursed up to the amount paid by them; the Underwriters are then to be reimbursed out of any balance then remaining up to the amount paid hereunder; lastly, the interests (including the Assured) of whom this coverage is in excess are entitled to claim the residue, if any. Expenses necessary to the recovery of any such amounts shall be apportioned between the interests (including the Assured) concerned, in the ratio of their respective recoveries as finally settled.

- (e) Commutation Clause - (to apply to Workers' Compensation and/or Employer's Liability or Occupational Disease and then only when these perils are covered by the Primary Insurers)

Not later than twenty-four months from the expiry date of this policy, the Assured shall advise the Underwriters of all claims not finally settled which are likely to result in claims under this Policy. The Underwriters may then or at any time thereafter intimate to the Assured their desire to be released from liability in respect of any one or more of such claims. In such event, the Assured and the Underwriters shall mutually appoint an Actuary or Appraiser to investigate, determine and capitalize such claim or claims and the payment by the Underwriters of their portion of the amount so ascertained to be the capitalized value of such claim or claims shall constitute a complete and final release of Underwriters, provided however that such payment shall not constitute a full and final release of Underwriters' liability if subsequent to such payment any supplemental award is made increasing the claim(s); said additional claim(s) may then be recomputed at Underwriter's option and Underwriters may discharge any additional liability by another payment.

This Policy may be cancelled at any time at the written request of the Assured or may be cancelled by or on behalf of the Underwriters provided 60 days notice in writing be given.

If this Policy shall be cancelled by the Assured, the Underwriters shall retain the earned premium hereon for the period that this Policy has been in force or the short rate proportion of the Minimum Premium, calculated in accordance with the customary scale, whichever is the greater.

If this Policy shall be cancelled by the Underwriters they shall retain the earned premium hereon for the period that this Policy has been in force or pro-rata of the Minimum Premium, whichever is the greater. Notice of cancellation by the Underwriters shall be effective even though the Underwriters make no payment or tender of return premium.

If the period of limitation relating to the giving of such notice is prohibited or made void by any law controlling the construction thereof, such period shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

(g) Notification of Claims -

The Assured upon knowledge of any occurrence likely to give rise to a claim hereunder shall give immediate written advice thereof to the person(s) or firm named for the purpose in the Declarations. Claims shall not be prejudiced if the Assured, through clerical oversight or error, fails to notify the above person(s) or firm of any such occurrence.

(h) Fraudulent Claims -

If the Assured shall make any claim knowing the same to be fake or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

DECLARATIONS

Item

1. NAMED ASSURED: Roman Catholic Diocese of Rockville Centre, etal
(as more fully set forth in Endorsement No. 2)
2. ADDRESS OF ASSURED: 50 North Park Avenue, Rockville Centre, New York 11570
3. PERIOD: 1st October 1982 to 1st October 1983 both days at 12.01 a.m. Local
Standard Time.
4. a) PRIMARY INSURERS: (i) Certain Underwriters at Lloyd's, London and various Insurance
Companies. (ii) Fireman's Fund Insurance Company (iii) United
States Aviation Underwriters Inc., in respect of Heliport Liability
b) UNDERLYING EXCESS INSURERS: (i) Interstate Fire & Casualty Company (ii) Certain
Underwriters at Lloyd's, London and various Insurance
Companies (iii) The Insurance Company of the State of Pennsylvania (Southeastern Aviation Inc)
in respect of Heliport Liability.
5. PRIMARY AND UNDERLYING EXCESS LIMIT(S):
(i) US\$25,000,000 any one occurrence (ii) US\$30,000,000 any one occurrence in respect of
Heliport Liability.
6. EXCESS LIMIT(S):
US\$25,000,000 any one occurrence
7. NOTIFICATION OF CLAIMS TO: Gallagher Bassett of New York, Inc.,
100 Ring Road West, Garden City, New York 11530.
8. IDENTIFICATION DETAILS AND LIMITS
CARRIED UNDER ITEM 4 ABOVE:

POLICY NO(S)

LIMIT(S)

As more fully described in Endorsement No. 3

Volume

Definitive Numbers of Syndicates and Amount, Percentage or Proportion of the Total Sum Insured hereunder shared between the Members of those Syndicates.

FOR LPSO USE ONLY	BROKER	LPSO NO. & DATE
4249	518	62841 10 1 83
AMOUNT, PERCENTAGE OR PROPORTION	SYNDICATE	UNDERWRITER'S REF.
PERCENT		PAGE 1
7.68	989	220S81L92060
0.69	279	220S81L92060
1.47	650	220S81L92060
3.58	918	LG2HX23S2121
3.57	210	E2018888
2.68	553	ABTGXG
0.44	109	06
0.90	342	F90USXXXD306
0.89	921	NA8203804T02
1.43	694	4690LXX32234
0.36	694	4690LXX32234
0.45	56	X050NER
THE LIST OF UNDERWRITING MEMBERS OF LLOYDS IS NUMBERED 1983/ 1		
TOTAL LINE	NO. OF SYND	FOR LPSO USE ONLY
24.14	12	50 6415

Volume

SLC 6046
Rockville

4.27.83 FORM CP. 2.

COMPANIES COLLECTIVE POLICY

In consideration of the Insured named in the Schedule hereto having paid premium set forth in the said Schedule to the Insurers who have hereunto subscribed their Names (hereinafter referred to as "the Insurers").

The Insurers Hereby Severally Agree each for the proportion set against its name to indemnify the Insured or the Insured's Executors, Administrators and Assigns against Loss as more fully set forth in the Policy detailed in the said Schedule covering the identical subject matter and risk (hereinafter called the "Co-insuring Policy") during the period of Insurance stated in the said Schedule or during any subsequent period as may be mutually agreed upon between the Insured and the Insurers.

PROVIDED that:—

- (1) the liability of the Insurers shall not exceed the limits of liability expressed in the said Schedule or such other limits of liability as may be substituted therefor by memorandum hereon or attached hereto signed by or on behalf of the Insurers.
- (2) the liability of each of the Insurers individually in respect of such loss shall be limited to the proportion set against its name.
- (3) this Policy shall be subject to the same terms, provisions, conditions, and limitations as are contained in the Co-insuring Policy.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

In Witness whereof I, being a representative of the Leading Company and authorised by the said Company and by all other Companies appearing hereon to sign this Policy on their behalf, have hereunto subscribed my name this 14th day of MARCH One Thousand nine hundred and EIGHTY THREE.

THE DOMINION INSURANCE CO. LTD.

[Signature]
Accident Manager

[illegible]

ENDORSEMENT

Attaching to and forming part of Policy NO: GHV 051/2082

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. 1

It is hereby understood and agreed effective inception that the Named Insured is as follows:

Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees of similar body and exercises direct, complete and active control over the finances, properties, operations and activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 6, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By Donald J. Kutek

Date 22nd February 1983

Policy No. GHV 051/2082

THE SCHEDULE

The Insured Roman Catholic Diocese of Rockville Centre, et al,
(as more fully described in Endorsement No. 1)
50 North Park Avenue,
Rockville Centre, New York NY 11570.

Premium: US\$5,890.50 part of US\$22,500.00

~~Sum Insured~~

The Interest Insured: Legal Liability in respect of all operations of the various
Insured's and for their Agencies as more fully set forth in
the Coinsuring Policy detailed below.

This insurance being for 26.18% part of 100% covers its
pro rata proportion of the risks and liability more particularly
described in the Coinsuring Policy detailed below, and the
percentages signed hereon are percentages of 100% and not of
26.18%

~~Insured Perils~~

Period of Insurance

From 1st October 1982 To 1st October 1983 both days
at 12.01 a.m. Local Standard Time.

Coinsuring Policy No. GHV 051/2082

Issued by certain Underwriters at
Lloyd's, London

PSAC POLICY

17-12-83
Rockville

IN CONSIDERATION of the Insured named in the Schedule hereto having paid the premium stated in the said Schedule to the Insurers named herein who have hereunto subscribed their Names ("the Insurers")

THE INSUREES HEREBY SEVERALLY AGREE each for the proportion set against its own name to indemnify the Insured or the Insured's Executors and Administrators against loss, damage or liability to the extent and in the manner set forth herein. Provided that the aggregate liability of the Insurers shall not exceed the Sum Insured or other limits as are set forth in the Schedule.

If the Insured shall make any claim knowing the same to be false or fraudulent, as regards amount or otherwise, this Policy shall become void and all claim hereunder shall be forfeited.

IN WITNESS WHEREOF the Policy Signing Manager of **THE POLICY SIGNING & ACCOUNTING CENTRE LIMITED ("PSAC")** has subscribed his name on behalf of each of the PSAC Companies and (where the Companies Collective Signing Agreement ("CCSA") is being implemented) on behalf of the Leading CCSA Company which is a PSAC member and authorised to sign this Policy (either itself or by delegation to PSAC) on behalf of all the other CCSA Companies.

Signed: R. E. Sanders
Policy Signing Manager

Policy Department
Seal

Date as in the Schedule.

The Insurers	PSAC Company Number	Whether CCSA or not	Proportion	Reference Numbers
Sovereign Marine & General Insurance Company Limited 12½%				
The Tokio Marine & Fire Insurance Company (UK) Limited 37½%				
Taisho Marine & Fire Insurance Company (UK) Limited 25%				
Allianz International Insurance Company Limited 15%	S0065 50%	YES	17.90%	S556682
Storebrand Insurance Company (UK) Limited 10%				
Sovereign Marine & General Insurance Company Limited "C" A/c 50%				
Sovereign Marine & General Insurance Company Limited H.D.N. A/C	H0101	YES	3.58%	S556682
CNA Reinsurance of London Limited	C4009	YES	6.71%	F351803
Stronghold Insurance Company Limited	S0404	YES	7.16%	229027
Ancon Insurance Company (UK) Limited Per Trinity Square Services	A2005	YES	4.48%	S2AL01585B
British National Insurance Company Limited	B3002	YES	4.48%	02702808823N
Yasuda Fire & Marine Insurance (UK) Limited (Per Leslie & Godwin Agencies Limited)	Y1901	YES	1.79%	82153169
Compagnie D'Assurances Maritimes Aeriennes et Terrestres Per Camomile Underwriting Agencies Ltd.	C8018	YES	3.58%	E3774 DCW 3499

ENDORSEMENT

Attaching to and forming part of Policy NO: GHV 051/2082

in the name of Roman Catholic Diocese of Rockville Centre, et al

Effective date of this endorsement is October 1, 1982

Endorsement No. 1

It is hereby understood and agreed effective inception that the Named Insured is as follows:

Bishop John R. McGann, Bishop Emeritus Walter P. Kellenberg, Auxiliary Bishop Gerald J. Ryan and Auxiliary Bishop James J. Daly comprising of ROMAN CATHOLIC DIOCESE OF ROCKVILLE CENTRE, and all legal entities therein over which the same central authority appoints or controls the appointment of the board of trustees of similar body and exercises direct, complete and active control over the finances, properties, operations and activities.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

DATED: December 6, 1982

ARTHUR J. GALLAGHER & CO. (ILLINOIS)

By Donald J. Ilkuteh

